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REVISED ITEM G.25*

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, FEBRUARY 15, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements: A Proclamation to Designate May 7th, 2022 as Arbor Day in the City of Franklin.
- C. Approval of Minutes: Regular Common Council Meeting of February 1, 2022.
- D. Hearings.
- E. Organizational Business – Order for Removal of Curtis L. Schmitt, Jr. from the Office of Membership on the Finance Committee and the Office of Membership on the Community Development Authority.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Authorization for the Department of Public Works to Join Membership in and Apply for Grant and Use Funds, if Awarded, from the Southeastern Wisconsin Invasive Species Consortium, Inc., 2022 Assistance Program.
 - (b) Authorization for the Department of Public Works to Purchase Maclean MV5 Snow Machine.
 - (c) Authorization for the Department of Public Works to Purchase Gradall Wheeled Hydraulic Excavator.
 - 2. A Resolution Authorizing the Installation of a Monument Sign within Outlot 1 of the Pleasant View Reserve Subdivision (Generally Located Between 7404 and 7457 S. 51st Street) (Veridian Homes, LLC, Applicant).
 - 3. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreements from B&B Investments of Rawson, LLC (3130 W. Rawson Avenue, TKN 738-9991-001) and Franklin Public Schools (8222 S. 51st Street, TKN 807-9999-001).
 - 4. A Resolution Conditionally Approving a 3 Lot Certified Survey Map, Being all of Lot 84 in Ryan Meadows and a Part of Parcel 1 of Certified Survey Map No. 975, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the

- Southeast 1/4 of the Northwest 1/4 All in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Stephen R. Mills, President of Bear Development, LLC, Applicant (Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur, Property Owners)) (Lot 84 of Ryan Meadows Subdivision and an Adjacent Property Located on the West Side of South 112th Street (Approximately Located at the End of Monarch Drive in the Ryan Meadows Subdivision)).
5. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land from M-1 Limited Industrial District and R-2 Estate Single-Family Residence District to M-1 Limited Industrial District (Generally Located at the End of Monarch Drive in the Ryan Meadows Subdivision (Lot 84 of Ryan Meadows and an Adjacent Property Located on the West Side of South 112th Street) (Approximately 22.88 Acres) (Stephen R. Mills, President of Bear Development, LLC, Applicant).
 6. Acceptance of Public Improvements in Conjunction with the “Development Agreement for Tax Incremental Financing District No. 6 Public Improvements and Ryan Meadows Subdivision.”
 7. Request Council approval of an amended Mutual Aid Box Alarm System (MABAS) Agreement Holding the Department of Defense Harmless in the Event of Discharge of Firefighting Foam Containing “Forever Chemicals” by the 128th Air Refueling Wing.
 8. New Housing Fee Report for 2021.
 9. An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule of Permit Fees.
 10. An Ordinance Amendment to Update Chapter 80, Animals to Align the Definition of a Vicious Dog with the Requirements for Keeping of Vicious or Barking Dogs.
 11. An Ordinance Amendment to update Chapter 169, License and Permits associated with the Health Department.
 12. Motion to allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnerships for Success Grant.
 13. Discussion/Direction Regarding Health Department Organization.
 14. Appointment of Acting Health Officer.
 15. Unified Development Ordinance (UDO) Rewrite Project Update for Common Council–Public Process and Diagnostic Review.
 16. A Resolution to Award Construction Contract for Pleasant View Park Improvements to All-Ways Contractors, Inc. for \$405,561.
 17. An Ordinance to Repeal and Recreate Section 222-4. of the Municipal Code and to Rename “Streets Openings and Excavations” to “Construct, Maintain or Repair Infrastructure Within Public Right-of-Way.”
 18. Request for Approval of Revised Rates of Service for Public Infrastructure Construction Inspection for the Years 2022 and 2023.
 19. A Resolution to Amend a Contract with Graef-USA, Inc. to Provide Construction Observation Services of Industrial Park Lift Station (10100 S. 60th Street) Replacement for \$64,740.

Common Council Meeting Agenda

February 15, 2022

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- 20. A Resolution to Enter License with Wisconsin Electric Power Company to Use Their Property for a Linear Park from S. 116th Street/W. Mayers Drive to Municipal Boundary with Muskego.
- 21. Request to Bid 2022 Local Street Improvement Program.
- 22. Authorize Staff to Implement Change in Fee Disclosure for Principal Retirement Plan Statements.
- 23. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budget for the General Fund to Move \$7,925 of Unrestricted Contingency Appropriations to Special Audit Appropriations and Authorize Cost Overages for the 2020 Single Audit of Federal and Wisconsin Grant Dollars by Baker Tilly for \$7,925.
- 24. November 2021 Monthly Financial Report.
- * 25. Resolution Designating an Interim Finance Director/Comptroller/Treasurer for the City of Franklin.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of February 15, 2022.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services
For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

February 17	Plan Commission Meeting	7:00 p.m.
March 1	Common Council Meeting	6:30 p.m.
March 3	Plan Commission Meeting	7:00 p.m.
March 15	Common Council Meeting	6:30 p.m.
March 17	Plan Commission Meeting	7:00 p.m.
April 4	Common Council Meeting	6:30 p.m.
April 5	Spring Election	7:00 a.m.-8:00 p.m.

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City of Franklin Proclamation

A PROCLAMATION TO DESIGNATE MAY 7th, 2022 AS ARBOR DAY IN THE CITY OF FRANKLIN

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS, the holiday now known as Arbor Day is celebrated worldwide;

WHEREAS, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999;

WHEREAS, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

WHEREAS, trees increase our property values, enhance our economic vitality, and beautify our community.

NOW, THEREFORE, I, STEPHEN R. OLSON, Mayor of the City of Franklin, Wisconsin proclaim **MAY 7th, 2022 AS ARBOR DAY IN THE CITY OF FRANKLIN** and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated this 15th Day of February, 2022.

Stephen R. Olson, Mayor



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c.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 1, 2022
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on February 1, 2022 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Ed Holpfer, Alderman Daniel Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber (via Zoom) and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Peggy Steeno, Director of City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:44 p.m.
- MAYORAL
ANNOUNCEMENT B.2. Alderwoman Hanneman read a Mayoral Proclamation in Support and Recognition of February 2022 as “American Heart Month”.
- MINUTES
JAN. 18, 2022 C.1. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of January 18, 2022, as amended and presented at this meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- MINUTES
JAN. 25, 2022
SPECIAL CC MTG C.2. Alderwoman Hanneman moved to approve the minutes of the special Common Council meeting of January 25, 2022, as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.
- CONSENT AGENDA G.1. Alderman Barber moved to approve the following Consent Agenda items:
- PURCHASE INSP.
SERVICE VEHICLE G.1.(a) Authorize the purchase of a 2022 Ford Explorer in the amount of \$28,467 to replace Vehicle #771 with funding provided by the 2022 Fund 42 Equipment Replacement Fund (42.0231.5811 Inspection Services Auto Equipment);
- CONTRACT FOR
RETAIL FOOD AND
REC. PROGRAMS G.1.(b) Approve a contract to continue to administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection; and
- FACILITY
USAGE/INDEMNITY
AGREEMENT WITH
ST. MARTIN OF
TOURS CHURCH
FOR POLLING SITE G.1.(c) Approve the Facility Usage/Indemnity Agreement with St. Martin of Tours Church for use of their location as a polling site on February 15, April 5, August 9, and November 8, 2022, subject to review by the City Attorney and verification that the property owner’s requirement is met to have them listed as an additional insured on the City’s liability insurance certificate.

Approval of the above Consent Agenda items was seconded by Alderman Holpfer. All voted Aye; motion carried.

CONTRACT WITH ACCURATE APPRAISAL, LLC FOR ASSESSMENT SERVICES

G.2. Alderman Barber moved to approve a three-year property assessment services contract with Accurate Appraisal, LLC, with the contract commencing in the near future and running through August 31, 2024, with the potential of two, one-year extensions; and to authorize the Director of Administration to execute an agreement for the same using the City's standard contract form. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES 2022-7818 AMEND RES. 2017-7318 WAIVE WATER EXTENSION AT 5000 W. MINNESOTA AVE.

G.3. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7818, A RESOLUTION TO AMEND RESOLUTION NO. 2017-7318, A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W. MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY, TO EXTEND THE TIME OF CONNECTION TO TEN YEARS, modifying the term to connect within one year of connection and to allow for a 10-year fixed-rate deferment. and with technical changes/corrections as provided by the City Engineer and the City Attorney. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES 2022-7819 SPECIAL ASSESSMENT POWERS TO INSTALL WATER MAIN ON S. 50TH ST. AND W. MINNESOTA AVE.

G.4. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7819, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15. OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ALONG W. MINNESOTA AVENUE FROM A POINT OF CONNECTION AT THE INTERSECTION OF S. 51ST STREET TO THE INTERSECTION OF S. 49TH STREET AND THEN TO A POINT OF TERMINATION APPROXIMATELY 50 FEET NORTH OF W. MINNESOTA AVENUE, and set the public hearing date for April 4, 2022, at 6:30 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

STANDARDS, FINDINGS AND DECISION FOR SPECIAL EXCEPTION NRPP BEAR DEV.,

G.5. Alderman Nelson moved to adopt a finding that this Special Exception does allow for a degree of noncompliance under §UDO-15-10-10.0208B2.d.v. that will effectively undermine the ability of the City of Franklin to apply or enforce the requirement with respect to other properties (§UDO-15-10.0208B2.c.ii), and adopt the Standards, Findings and Decision of the City of Franklin Common Council upon

APPLICANT

the application of Stephen R. Mills, President of Bear Development, LLC, applicant, for a Special Exception to certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Holpfer. All voted Aye; motion carried.

DEV. AGREEMENT
TID NO. 6 PUBLIC
IMPR. AND RYAN
MEADOWS SUBD.

G.6.

Alderman Hanneman moved to table to the February 15, 2022, Common Council meeting, Public Improvements in Conjunction with the "Development Agreement for Tax Incremental Financing District No. 6 Public Improvements and Ryan Meadows Subdivision". Seconded by Alderman Nelson. All voted Aye; motion carried.

DPW LABORER JOB
DESCRIPTION

G.7.

Alderman Wilhelm moved to approve the job description for the Laborer position in the Department of Public Works. Seconded by Alderman Mayer. All vote Aye; motion carried.

WATERMAIN ON S.
LOVERS LANE RD.
FROM W. ST.
MARTINS RD. TO S.
100TH ST.

G.8.

Alderman Mayer moved to direct staff to survey the property owners along S. Lovers Lane Road and return with a preliminary resolution to special assess properties for a watermain project on S. Lovers Lane Road from W. St. Martins Road to 7911 S. 100th Street. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

WATER SURVEY
ALONG S. LOVERS
LANE RD. FROM W.
HERDA PL. TO S.
PHYLLIS LN.

G.9.

Alderman Nelson moved to instruct Staff to survey 6 property owners along the frontage road of S. Lovers Lane (U.S. 45 /STH 100) from W. Herda Place to S. Phyllis Lane and return to the Common Council with an evaluation and recommendation of the project. Seconded by Alderman Mayer. All voted Aye; motion carried.

LICENSE TO USE
LINEAR PARK
FROM S. 116TH ST./
W. MAYERS DR. TO
MUSKEGO

G.10.

Alderman Nelson moved to table to the February 15, 2022, Common Council meeting, a Resolution to enter into a license with Wisconsin Electric Power Company to use their property for a Linear Park from S. 116th Street/W. Mayers Drive to the municipal boundary with Muskego. Seconded by Alderman Holpfer. All voted Aye; motion carried.

S. 116TH STREET
TRAIL UPDATE

G.11.

Alderman Nelson moved to receive and place on file the status update for the S. 116th Street Trail in the WISDOT 2022-2026 Transportation Alternatives Program (TAP) as presented by the City Engineer. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7820
STREAMBANK
AND WETLAND
RESTORATION AT
7300 BLOCK OF S.

G.12.

Alderman Wilhelm moved to adopt Resolution No. 2022-7820, A RESOLUTION FOR THE DESIGN AND IMPLEMENTATION OF THE STREAMBANK AND WETLAND RESTORATION ON PRIVATE PROPERTIES IN THE 7300 BLOCK OF S. 35TH STREET (TKN 761-9992-002, 761-9994-005, AND 761-9997-003) IN

35TH ST. WITH
ROOT-PIKE
WATERSHED
INITIATIVE
NETWORK

COOPERATION WITH ROOT-PIKE WATERSHED INITIATIVE NETWORK, including an amendment to Item 5 of the Resolution for Common Council approval prior to going to bid. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Mayer then moved to direct Staff to present and gather additional input at the February 23, 2022, Environmental Commission meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7821
WETLAND
RESTORATION AT
WATER TOWER
PARK AT 8120 S.
LOVERS LANE RD.
WITH ROOT-PIKE
WATERSHED
INITIATIVE
NETWORK

G.13. Alderman Mayer moved to adopt Resolution No. 2022-7821, A RESOLUTION FOR THE DESIGN AND IMPLEMENTATION OF THE WETLAND RESTORATION AT WATER TOWER PARK 8120 S. LOVERS LANE ROAD (TKN 801-9986-000) IN COOPERATION WITH ROOT-PIKE WATERSHED INITIATIVE NETWORK, including an amendment to Item 5 of the Resolution for Common Council approval prior to going to bid, and to further direct Staff to present and gather additional input at the February 23, 2022, Environmental Commission meeting. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2022-7822
REIMBURSE
EXPENDITURES UP
TO \$11.05 MILLION

G.14. Alderwoman Hanneman moved to adopt Resolution No. 2022-7822, A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES UP TO \$11.05 MILLION, FROM PROCEEDS OF FUTURE BORROWING. Seconded by Alderman Holpfer. On roll call, all vote Aye. Motion carried.

ORD. 2022-2493
AMEND ORD. 2021-
2486 TO PURCHASE
LUCAS-3
AUTOMATIC
CHEST
COMPRESSION
DEVICE

G.15. Alderman Holpfer moved to adopt Ordinance No. 2022-2493, AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$15,819.25 OF APPROPRIATION AND FUNDING RESOURCE FOR THE PURCHASE OF ONE ADDITIONAL LUCAS-3 AUTOMATIC CHEST COMPRESSION DEVICE, AND COMMON COUNCIL APPROVAL TO PURCHASE THE DEVICE. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

COMM. OF THE
WHOLE
LUCAS DEVICE
DEMO
DPW/FIRE PROJECT

G.16. No action was taken on items discussed at the Committee of the Whole Meeting from January 31, 2022:
(a) Demonstration of the LUCAS Device (Lund University Cardiac Assist System) by the Fire Department.
(b) Kueny Architects, LLC status update concerning the Department of Public Works and Fire Needs Assessment Services Project.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2021-2022 Operator Licenses to: Agam Arora, Emma Zurstadt;

Hold the 2021-2022 Operator License of Tyler Klemm, for appearance;
and

Approve the PUBLIC (People Uniting for the Betterment of Life and
Investment in the Community) Grant to the Franklin Health Dept-
Community Events as follows:

Bike Rodeo on June 4, 2022, 9-12 pm, and Movie Night on August 12,
2022, 6-11 pm, Lions Legend Park I, Legend Dr., Schleuter Pkwy.;

Trunk or Treat on October 27, 2022, 5-8 pm, Library Parking Lot, Lions
Legend Park I, Legend Dr., Schlueter Pkwy.;

Drug Take-Back Day on October 22, 2022, 9-12 pm (no fee waiver
required), City Hall Lower Parking Lot; and

Following Review of Police Incident Reports from February 13, 2021
thru December 19, 2021 for Class A and B Establishments, License
Committee is requesting appearance by Gurjeet Singh, Agent, 8305
S 27th St (Franklin Liquor Store).

Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Nelson moved to approve the following: City vouchers with
an ending date of February 1, 2022 in the amount of \$1,601,020.64 and
payroll dated January 28, 2022 in the amount of \$438,457.85 and
payments of the various payroll deductions in the amount of
\$554,297.16, plus City matching payments and estimated payroll dated
February 11, 2022 in the amount of \$447,000 and payments of the
various payroll deductions in the amount of \$300,000, plus City
matching payments and Property Tax disbursements with an ending
date of January 28, 2022 in the amount of \$18,492,737.30 and approval
to release temporary investment transfer to ADM in the amount of
\$10,000,000. Seconded by Alderman Holpfer. On roll call, all voted
Aye. Motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting at 7:47 p.m. Seconded
by Alderwoman Hanneman. All voted Aye; motion carried.

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From: jweslaw <jweslaw@aol.com>
Sent: Thursday, February 10, 2022 5:18 PM
To: Steve Olson; Steve Olson
Cc: Peggy Steeno; Sandi Wesolowski
Subject: Removal from offices 2/15/22 Council mtg item
Attachments: Order for Removal from office of Curtis Schmitt 21022 doc

Attached is the draft order.

Subject would be placed upon the Council meeting agenda under Organizational Business: Mayoral appointments, as the title of the Order. Below are the statutes cited in the Order. Thanks.

17.12 Removal and suspension of city officers ***

(c) Appointed officers. An **appointed officer may be removed in any of the following manners:**

1. An officer appointed by the common council, by the common council, at pleasure.
- 2. An officer appointed by an officer or body other than the common council, whether or not the appointment was confirmed by the common council, in any of the following manners:**
 - a. By the appointing officer or body, at pleasure.**
 - b. By the common council, for cause. ****

17.16 Removals; definition; procedure; disqualification

(1) Removals from office at pleasure shall be made by order, a copy of which shall be filed as provided by sub. (8), except that a copy of the order of removal of a circuit court commissioner shall be filed in the office of the clerk of the circuit court. ***

[(8) Removals from office for cause shall be by order, a certified copy of which, together with a complete transcript of the testimony and proceedings at the hearing and a statement of the cause or causes for which removal is made, shall be filed by the removing power as follows:

- (a) In the case of a state officer, in the office of the secretary of state.
- (b) In the case of other officers, **in the office of the clerk of the unit of which the person removed was an officer.] ******

Jesse A. Wesolowski

Jesse A. Wesolowski
Wesolowski, Reidenbach & Sajdak, S C
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STATE OF WISCONSIN

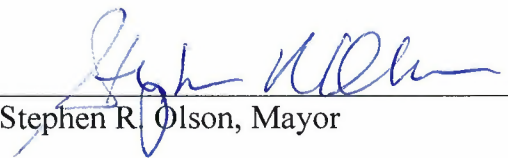
CITY OF FRANKLIN

MILWAUKEE COUNTY

Order for Removal of Curtis L. Schmitt, Jr. from the Office of Membership on the Finance Committee and the Office of Membership on the Community Development Authority

I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, pursuant to §§ 17.12(1)(c)2.a. and 17.16(1) of the Wisconsin Statutes, hereby order the removal of Curtis L. Schmitt, Jr. from the office of membership on the Finance Committee and the office of membership on the Community Development Authority.

Dated this 11th day of February, 2022.



Stephen R. Olson, Mayor

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02-15-22
REPORTS AND RECOMMENDATIONS	AUTHORIZATION FOR THE DEPARTMENT OF PUBLIC WORKS TO JOIN MEMBERSHIP IN, AND APPLY FOR GRANT AND USE FUNDS, IF AWARDED, FROM THE SOUTHEASTERN WISCONSIN INVASIVE SPECIES CONSORTIUM, INC., 2022 ASSISTANCE PROGRAM	G.1.(a)

BACKGROUND

The Southeastern Wisconsin Invasive Species Consortium, Inc., is a broad-based coalition that promotes efficient and effective management of invasive species throughout an eight-county area in Southeastern Wisconsin. Membership to this consortium provides the opportunity for partners to share and leverage limited resources and raise awareness about invasive species concerns. The Southeastern Wisconsin Invasive Species Consortium, Inc., periodically has funds available to support worthwhile projects designed to lessen the impacts of invasive species in Southeastern Wisconsin. The Southeastern Wisconsin Invasive Species Consortium, Inc., receives funding from the We Energies Foundation. These funds can be used for on-the-ground invasive species control projects.

ANALYSIS

The City of Franklin would like to apply for membership in The Southeastern Wisconsin Invasive Species Consortium, Inc., in order to receive their financial assistance for the removal of invasive species in the City of Franklin.

Assistance Awards from The Southeastern Wisconsin Invasive Species Consortium, Inc., will be limited to a maximum of \$2,000.00 in funding, of which the City must provide a match that equals at least 25% of the total project budget. The application for these funds is due by 5:00 p.m. on March 4th, 2022.

- Membership fee for SEWISC, Inc. = \$50.00
- Maximum Funding Award from SEWISC, Inc. = \$2,000.00
- Funds needed from City to match 25% = \$667.00

The City of Franklin Department of Public Works, via the City Forester, hopes to purchase a power brush cutter, blades for the power brush cutter, backpack sprayers, and chemicals to assist in the combating of invasive species throughout the City of Franklin.

FISCAL NOTE

The City of Franklin will be able to receive up to \$2,000.00 in grant monies (to fund 75% of our project), which would require the city to possibly contribute up to \$667.00 (25% of the maximum) in matching project funds. In order to receive the funds from The Southeastern Wisconsin Invasive Species Consortium, Inc., the City of Franklin will have to subscribe to membership with their organization, for a total yearly fee of \$50.00. The funds for the \$50.00 membership fee will come out of the Highway Department memberships & dues account (01.0331.5424).

The City of Franklin's 25% maximum contribution can be absorbed by the already budgeted funds in the Highway Department's Consumable Tools (01-0331-5342) and Off-Road Maintenance (01.0331.5345) accounts. The City's 25% contribution was already budgeted for, as the City purchases items such as herbicide and sprayers under normal operations.

COUNCIL ACTION REQUESTED

Authorization for the Department of Public Works to join membership in, and to apply for grant and use funds, if awarded, from the Southeastern Wisconsin Invasive Species Consortium, Inc., 2022 assistance program.

DPW:TR/ams

Southeastern Wisconsin Invasive Species Consortium, Inc.

2022 Application for Invasive Control Assistance

Name of Requesting Organization or Individual: City of Franklin Department of Public Works

Name of Property Owner: City of Franklin

Contact Person: Tom Riha, City Forester

Address: 7979 W. Ryan Road

City, State, Zip Code: Franklin, WI 53132

Telephone-Office/ Home Cell: (414)-425-2592/ (414)-550-8154

Email Address: triha@franklinwi.gov

1. **PROJECT TITLE:** City wide invasive species control
2. **PROJECT SUMMARY:** Continued control of invasive species along city roadways and natural areas. The City of Franklin is requesting funds to purchase equipment to remove invasive species. The funds would be used to purchase a powered brush cutter, blades, backpack sprayers and chemicals.

3. **PROJECT DESCRIPTION**

The proposed project will allow for additional personnel to help in the continued efforts of the city to control invasive species on public land. The City of Franklin is located in Southwestern Milwaukee County and consists of 34sq.miles. The Department of Public Works is responsible for the maintenance of 180 miles of road of which 60 miles are rural roadways requiring mowing. The DPW also maintains 250 acres of park land, including an additional 250 acres of natural area. City staff is currently getting additional employees certified in pesticide application. City staff has identified and mapped several locations of teasel, phragmites, and Japanese Knotweed. Buckthorn is also present in large amounts within all parks and along roadsides. The purchase of equipment will add to our arsenal of tools we will have available to complete invasive species removal efforts. Beginning in 2022, the city will be able to track the amount of hours the city devotes to invasive species removal. The purchase of equipment will allow us to continue removal projects for many years into the future.

4. **PROJECT BUDGET**

<u>Item</u>	<u>Item Cost</u>	<u>Quantity</u>	<u>SEWISC Funds</u>	<u>In-kind Funds</u>
Herbicide (Roundup Custom)	\$270.00	5 gallons	\$202.50	\$67.50
Solo Backpack Sprayer (4 gallon)	\$125.00	2	\$187.50	\$62.50
Brush Cutter Blades	\$30.00	10	\$225.00	\$75.00
Stihl 561 Brush Cutter	\$1,450.00	1	\$1,087.50	\$362.50
TOTAL PROJECT BUDGET:			\$1,702.50	\$567.50

5. TOTAL GRANT AMOUNT REQUESTED FROM SEWISC: \$1,702.50

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/15/22
REPORTS & RECOMMENDATIONS	Authorization for the Dept of Public Works to Purchase Maclean MV5 Snow Machine	ITEM NUMBER G.1.(b)

Within the approved 2022 Capital Outlay Fund (41.0331.5811) are the funds to purchase one (1) Maclean MV5 Snow Machine

At the December 7th, 2021, Council Meeting, the Department of Public Works was granted authorization to solicit quotes for 2022 equipment purchases for the Board of Public Works to approve and make recommendations to Council.

At the February 8th, 2022, Board of Public Works meeting, the Board of Public Works recommended the following purchase from the below listed vendor:

1. One (1) 2022 Maclean MV5 Snow Machine, purchased from Miller-Bradford & Risberg, Inc., for the total cost of \$164,900.00.

This unit is being purchased in addition to the equipment we currently use for City snow removal operations. Miller-Bradford & Risberg, Inc., is an approved vendor through the Sourcewell Government Contract.

FISCAL NOTE

Attached is a quote from Miller-Bradford & Risberg, Inc., for the total cost of \$164,900 00, which includes the Maclean MV5 Snow Machine, the total amount of which is budgeted in the 2022 Capital Outlay Fund (41.0331.5811).

COUNCIL ACTION REQUESTED

Approval to purchase the above listed equipment.

SALES CONTRACT

SOLD TO: City of Franklin (hereafter "Purchaser") SHIP TO: _____
7979 W. Ryan Rd, Franklin, WI
53132 Phone: (414) 425-7500

SHIP VIA: _____ DATE SHIPPED: _____ F.O.B. Franklin, WI

Subject to the terms and conditions set forth hereafter. Miller-Bradford and Risberg, Inc. (hereafter "Seller") agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the following:

STOCK NO. N/A

QTY	DESCRIPTION	PRICE
1	2022 Mackan MVS	
	* Includes *	
1	60" Dual Auger Snow Blower	
1	5/8 cubic yard salt/sand spreader	
	Sale Price:	\$164,900

This equipment is sold as (New), (New Rental), or (Used). [Strike Two]

PAYMENT TERMS: Products are sold F.O.B. point of origin and are due and payable prior to delivery unless stated as follows:
Net Due Upon Receipt of Invoice

This contract is subject to the additional terms and conditions of sale appearing on the reverse side hereof.
 New equipment is sold under the manufacturer's warranty, and no other, unless hereinafter specifically set forth. New rental equipment is sold "as is" except for any unexpired manufacturer's warranty that may be applicable. IN THE EVENT THAT THIS CONTRACT IS FOR THE SALE OF USED EQUIPMENT, BUYER UNDERSTANDS AND AGREES THAT THIS EQUIPMENT IS SOLD IN "AS IS" CONDITION, and free of any expressed warranties unless hereinafter specifically set forth:

1 year / 1000 Hour Factory Warranty
4 year / 1000 Hour Premier Extended Warranty
 SELLER WARRANTS THAT THE GOODS SUPPLIED HEREUNDER WILL CONFORM TO THE DESCRIPTION HEREIN STATED; THAT IT WILL CONVEY GOOD TITLE THERETO. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED. BOTH PARTIES ACKNOWLEDGE THAT THERE ARE NO ORAL OR WRITTEN PROMISES, TERMS, CONDITIONS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THESE GOODS, OTHER THAN THOSE CONTAINED HEREIN IN WRITING.

Extended warranty is Accepted Rejected Not Available _____ Initials

I hereby declare that I have carefully read the foregoing instrument and am acquainted with its contents which I hereby accept. Furthermore, I understand that upon execution of this instrument by both parties, a binding contract is created.

Dated 3/5th day of January, 2022 Purchaser _____

Acceptance recommended by: [Signature], Territory Manager
 By _____
 Title _____

Acceptant of order approved by
 Name/Title _____

1/13 By _____ Title _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/15/22
REPORTS & RECOMMENDATIONS	Authorization for the Dept of Public Works to Purchase Gradall Wheeled Hydraulic Excavator	ITEM NUMBER G.1.(c)
<p>Within the approved 2022 Equipment Replacement Fund (42.0331.5811) are the funds to purchase one (1) Gradall Wheeled Hydraulic Excavator.</p> <p>At the December 7th, 2021, Council Meeting, the Department of Public Works was granted authorization to solicit quotes for 2022 equipment purchases for the Board of Public Works to approve and make recommendations to Council.</p> <p>At the February 8th, 2022, Board of Public Works meeting, the Board of Public Works recommended the following purchase from the below listed vendor:</p> <ol style="list-style-type: none"> 1. One (1) 2022 Gradall Wheeled Hydraulic Excavator, purchased from Roland Machinery, for the total cost of \$440,696.00. <p>This item will be replacing the current Wheeled Hydraulic Excavator, #707, which is a 2008 Gradall XL-4100 III. Roland Machinery is an approved vendor through the Sourcewell Government Contract.</p> <p><u>FISCAL NOTE</u></p> <p>Attached is a quote from Roland Machinery for the total cost of \$440,696.00, which includes the Gradall Wheeled Hydraulic Excavator, the total amount of which is budgeted in the 2022 Equipment Replacement Fund (42 0331.5811).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Approval to purchase the above listed equipment.</p>		

GRADALL

XL4100 V 6X4

Quote Date: 1/31/2022

Machine Quote: 16836

Inquiry #: 2022 D-Net Quote

Estimated Ship Date:

Bill To: Roland Machinery
Jeremy Kerber
816 North Dirksen Parkway
Springfield, IL 62702
USA

Ship To: Roland Machinery
2916 N. Sylvania Ave.
Franksville, WI 53126

Customer: City of Franklin

Customer PO:

The following is the quote confirmation for a XL4100 V 6X4. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
XL4100 V 6X4	1	HYDRAULIC EXCAVATOR, REMOTE, HIGHWAY SPEED 6X4		\$419,220.82
Upperstructure				
80769025 & 80769076	1	Beacon Light -LED- Upper - w/Branch Guard	\$1,028.39	\$1,028.39
80769092	1	Camera System - Split Screen	\$3,063.49	\$3,063.49
Chassis				
80789180 & 80769076	1	Beacon Light -LED - Chassis - w/Branch Guard	\$1,028.39	\$1,028.39
80789116	1	Lights 8 LED Flashing 24V - All 4 Corners	\$3,424.52	\$3,424.52
80769059	1	Camera System - Chassis	\$2,050.18	\$2,050.18
Attachments				
80656002	1	Bucket - Ditching - 72"	\$5,648.14	\$5,648.14
80456020	1	Bucket - Excavating - 24"	\$4,185.20	\$4,185.20
80456022	1	Bucket - Excavating - 36"	\$4,863.89	\$4,863.89
80755023	1	Fixed Thumb Grapple	\$9,237.61	\$9,237.61
80756038	1	Ripper - Single Tooth - Bucket Adapter Style	\$4,307.74	\$4,307.74
80655034	1	Aux. Hyd. Hoses For 6 Ft. Boom Extension	\$1,413.92	\$1,413.92
80655029	1	Boom Extension - 6 Ft. w/o Aux. Hoses	\$10,512.03	\$10,512.03
80455052	1	Limb Shear	\$12,979.79	\$12,979.79
Machine & Attachment List Price:				\$482,964.12
Additional Discount				(\$5,790.85)
Machine Freight				\$ 4,545.45
Attachment Freight				\$ 2,613.64
Standard Warranty -24 Months/3000 Hours				\$ 0.00
PDI				\$ 1,363.64
Less Trade in. 2006 Gradall XL4100				(\$45,000.00)
Total Net Price:				\$440,696.00

OPTIONAL Attachment: 80725014 360 degree boom tilt add: \$7,170.00

Terms: NET 30

Standard Warranty: 24 months or 3000 hours

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 3/4/2022

Model Specs:

Please sign below showing you have reviewed the specifications and accept the above terms.

Contact Information:

Mike Fisher, Gradall Industries Inc., 406 Mill Avenue SW, New Philadelphia, Ohio 44663 , Phone: 330-204-0355 , Fax: 330-339-8468 , Email: mfisher@gradall.com

Print Generated by Gradall Industries, LLC Printed By: Mike Fisher on 1/31/2022

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/15/22</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION AUTHORIZING THE INSTALLATION OF A MONUMENT SIGN WITHIN OUTLOT 1 OF THE PLEASANT VIEW RESERVE SUBDIVISION (GENERALLY LOCATED BETWEEN 7404 AND 7457 S. 51ST STREET) (VERIDIAN HOMES, LLC, APPLICANT)</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

The proposed location for the monument sign of the new Pleasant View Reserve subdivision is within Outlot 1. This sign requires Common Council approval due to its location within an outlot as stated in the Pleasant View Preserve plat (sheet 3 of 5, notes): "Construction of any building, grading or filling in said outlots is prohibited unless approved by the City of Franklin".

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, authorizing the installation of a monument sign within Outlot 1 of the Pleasant View Reserve subdivision (generally located between 7404 and 7457 S. 51st Street) (Veridian Homes, LLC, applicant)

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A MONUMENT SIGN
WITHIN OUTLOT 1 OF THE PLEASANT VIEW RESERVE SUBDIVISION
(GENERALLY LOCATED BETWEEN 7404 AND 7457 S. 51ST STREET)
(VERIDIAN HOMES, LLC, APPLICANT)

WHEREAS, the Pleasant View Reserve Subdivision Plat prohibits the building of structures within outlots unless approved by the City of Franklin; and

WHEREAS, Veridian Homes, LLC having applied for authorization to install a monument sign within Outlot 1 on the west side of South 51st Street, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 759-9054- 000, more particularly described as follows:

Outlot 1 of Pleasant View Reserve subdivision, being Lot 2 of Certified Survey Map No. 9283, recorded in the Register of Deeds office for Milwaukee County on December 21, 2020, as Document No. 11059192 and part of the Southwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all being part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Franklin, as stated in the Pleasant View Reserve Plat, sheet 3, recorded with Milwaukee County Register of Deeds, Document No. 11173823, restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stat. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request to install a monument sign within the subject outlot, and having considered the proposed location of and type of monument sign to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed monument sign will not create any adverse impact upon the aesthetic or buffering.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed monument sign of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Veridian Homes, LLC filed on January 27, 2022, be and the same is hereby authorized and approved and monument sign installation upon the subject outlot only.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject monument sign and that the subject monument sign shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void, subject to the following condition:

1. The sign footprint shall not exceed 60 square feet.
2. A sign permit issued by the Department of City Development is required prior to installation.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



**CITY OF FRANKLIN
REPORT TO THE COMMON COUNCIL**



Meeting of February 15, 2022

Miscellaneous Application

RECOMMENDATION: City Development staff recommends approval of this Miscellaneous application to allow for a monument sign within Outlot 1 of the Pleasant View Reserve subdivision.

Project Name:	Pleasant View Reserve monument sign within Outlot 1
Project Address:	Unassigned, located between 7404 and 7457 S 51st Street
Applicant:	Matt Cudney Veridian Homes, LLC
Property Owner:	Veridian Homes, LLC
Current Zoning:	R-6 – Suburban Single-Family Residence District
2025 Comprehensive Plan:	Residential
Use of Surrounding Properties:	Residential single-family to the north, east and south Limestone quarry to the west across 51 st Street
Applicant’s Action Requested:	Approval of request to allow for a sign within an outlot
Planner:	Régulo Martínez-Montilva, AICP, Principal Planner

The proposed location for the monument sign of the new Pleasant View Reserve subdivision is within Outlot 1. This sign requires Common Council approval due to its location within an outlot as stated in the Pleasant View Preserve plat (sheet 3 of 5, notes): “Construction of any building, grading or filling in said outlots is prohibited unless approved by the City of Franklin”.

This subdivision monument sign would be located on the east side of S. 51st Street, with a sign panel face of approximately 27.70 square feet (95 by 42 inches) and an overall height of 76 inches (6.33 feet). The sign panel would be installed on a block and stone structure. The monument sign footprint is 5 feet by 12 feet, 60 square feet.

A separate sign permit shall be required prior to installation.

Recommendation

Staff recommends approval of this Miscellaneous application subject to allow for a monument sign within Outlot 1 of the Pleasant View Reserve subdivision.

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
generalplanning@franklinwi.gov
 (414) 425 4024
franklinwi.gov



APPLICATION DATE: 1/19/2022

Franklin
 JAN 27 2022
 City Development

MISCELLANEOUS APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	MATT CUDNEY	NAME	JUSTIN CHAMBERLIN
COMPANY	VERIDIAN HOMES	COMPANY	VITAL SIGNS INC
MAILING ADDRESS	6801 South Towne Dr	MAILING ADDRESS	245 HORIZON DR #105
CITY/STATE	MADISON, WI ZIP 53713	CITY/STATE	VERONA, WI ZIP 53593
PHONE	608-220-9871	PHONE	608-845-3766
EMAIL ADDRESS	MCUDNEY@VERIDIANHOMES.COM	EMAIL ADDRESS	JUSTIN@VITALSIGNSVERONA.COM

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS	0 S 51ST ST	TAX KEY NUMBER	759 9054 000
PROPERTY OWNER	VERIDIAN HOMES	PHONE	608220-8971 or 608-226-3016
MAILING ADDRESS	6801 S. TOWNE DR	EMAIL ADDRESS	MCUDNEY@VERIDIANHOMES.COM
CITY/STATE	MADISON, WI ZIP 53713	DATE OF COMPLETION	

APPLICATION MATERIALS

The following materials must be submitted with this application form *incomplete applications and submittals cannot be reviewed

- This application form accurately filled out with signature or authorization letters (see below)
- \$125 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property
- Three (3) Project Narratives
- Other information as may be deemed appropriate for the request
- Email or flash drive with all plans/submittal materials

Submittal of Application for review is not a guarantee of approval
 Plan Commission, Community Development Authority and/or Common Council review and approval may be required

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application)

I, the applicant, certify that I have read the above page detailing the requirements for Miscellaneous approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE
NAME & TITLE MATT CUDNEY	NAME & TITLE JUSTIN CHAMBERLIN-OWNER
DATE	DATE 1/19/2022
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE

**PLEASANT VIEW RESERVE - NEIGHBORHOOD ENTRANCE MONUMENT SIGN
DESCRIPTION**

Veridian Homes would like to install a single sided monument sign facing West on the East side of S. 51st St. And North of Marquette Ave. The sign will be positioned parallel to S. 51st St.

The block and stone structure measures 184" wide and 76" tall at its highest point. The center area measures 120" wide x 76" tall. With an arched top. Each side of this area will have a 32" x32" square column. The top of all stone work will have a 2" tall cast concrete cap. The stone selection is Dutch Quality Stacked Ledge in a Fallbrook finish

The stone and block structure will be installed over a concrete foundation 42" deep for the entire footprint of the sign.

The main sign will be installed on the center of the stone structure. This panel will be 3D carved from a single sheet of high density urethane sign board. The letters logo and border will be raised with a silver leaf finish. This panel will be mechanically fastened to the front of the stone structure

Stone and masonry work by TS Masonry of Verona, WI. Sign and installation by Vital Signs Inc of Verona, WI.

Justin Chamberlin (sign contractor)
Vital Signs, Inc
245 Horizon Drive #105
Verona, WI 53593
608-845-3766

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 generalplanning@franklinwi.gov
 (414) 425-4074
 franklinwi.gov



APPLICATION DATE 11/8/2021

STAMP DATE _____

SIGN PERMIT APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	Matt Cudney	NAME	Justin Chamberlin
COMPANY	Veridian Homes	COMPANY	Vital Signs, Inc.
MAILING ADDRESS	6801 South Towne Dr	MAILING ADDRESS	245 Horizon Drive #105
CITY/STATE	Madison, WI ZIP 53713	CITY/STATE	Verona, WI ZIP 53593
PHONE	608-220-9871	PHONE	608 845 3766
EMAIL ADDRESS	MCudney@veridianhomes.com	EMAIL ADDRESS	Justin@vitalsignsverona.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS	East side of S. 5th st. Facing West	TAX KEY NUMBER	759 9054 000
PROPERTY OWNER	Veridian Homes	PHONE	608-220-9871
MAILING ADDRESS	6801 South Towne Drive	EMAIL ADDRESS	MCudney@veridianhomes.com
CITY/STATE	Madison, WI ZIP 53713	DATE OF COMPLETION	

ILLUMINATED SIGNS REQUIRE ELECTRICAL PERMITS

An Electrical Permit must be obtained from the the Department of Inspection Services for any sign that is illuminated regardless if it is a new or replaced sign. All signs must have their Listing Marking Label visible for inspection

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s) knowledge (2) the applicant and property owner(s) has/have read and understand all information in this application and (3) the applicant and property owner(s) agree that any approvals based on representation made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one of the owners of the property must sign this Application)

I, the applicant, certify that I have read the following page detailing the requirements for Administrative review approval and submittal and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE
 NAME & TITLE: Matt Cudney DATE: 11/6/21	 NAME & TITLE: Justin Chamberlin Owner Vital Signs DATE: 11-8-2021
TENANT SIGNATURE (if applicable)	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	DATE
NAME & TITLE	DATE

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

REQUIRED APPLICATION MATERIALS

- Application Form** This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application Fee.** General Application fee of \$50, payable to the City of Franklin Note if the Sign Plan Review requires Plan Commission, Community Development Authority, or Economic Development Commission approval, please fill out separate "Plan Commission Application"
- Permit Fee per Sign.** In addition, the applicant shall pay a permit fee per sign based on the following schedule which is determined by the sign face size for each sign
 - 8 square feet or less \$40
 - >9 up to 50 square feet \$75
 - >50 up to 100 square feet \$100
 - >100 up to 150 square feet \$150
 - >150 square feet \$150 plus \$25 for each additional 100 square feet
 - Additional fee for illuminated sign \$50 each sign
 - Reinspection fee \$75 per inspection
 - Failure to call for required inspection \$100
 - Mobile or temporary sign \$75 each permit or renewal
 - Failure to obtain a permit before starting work First offense Triple fees (3X), and subsequent offenses Quadruple fees (4X)
 - Technology fees (1) Permit Fee is less than \$100 \$4 00 per permit (2) Permit fee is \$100 or more \$7 00 per permit
- Maximum Allowable Sign Area** The applicant shall submit completed calculations using both calculation methods below

Calculation of Gross Allowable Sign Area If the property is located on a corner, use the longest street side only, do not add street frontages together The Building Side used must be the side parallel to the same street side used

 - a. Property Frontage Method Property Frontage (in feet) x 0.8 = Gross Sign Area
 - b. Building Frontage Method Building Frontage (in feet) x 1.5 = Gross Sign Area

The Maximum Allowable Sign Area is the larger of the two calculations
- Sign Location Drawing** Provide a location drawing to scale or a Plat of Survey of the property location of the proposed sign(s) The following items are required on the drawing Identification of adjacent streets, driveways, location of all buildings, proposed location of sign(s), setback distances of the sign(s) to lot lines, distance from sign to all buildings and all other signs, location of streets if property is corner lot, identification of each sign location by number
- Mobile Signs** Such signs are limited to a maximum of 30 days per application No more than three (3) 30-day temporary sign permits will be issued per property per year Lights for such signs shall be continuously illuminated and flashing or chasing lights are not permitted Lights shall not be red, amber or green in color Wiring used for such signs shall comply with Franklin Electrical Code, subject to Electrical Permit issuance
- Sign Drawings** Applicants shall provide color renderings or color photographs depicting the sign face and showing dimensions of each sign

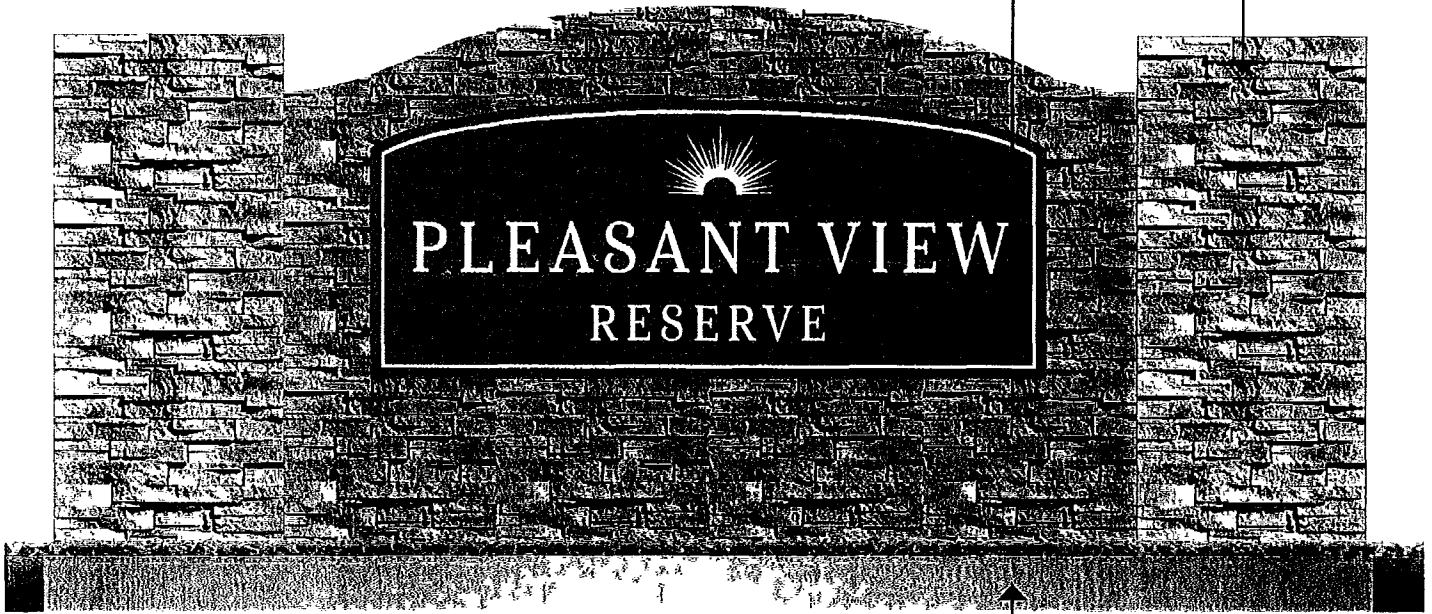
FOR OFFICE USE	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	1	MONUMENT	95 "x35 "	23.09	76 "	NO		\$ 14,000.00
	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT, ETC.	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	2							\$
	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT, ETC.	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	3							\$
	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT, ETC.	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	4							\$
	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT, ETC.	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	5							\$
	SIGN #	TYPE POLE, PYLON, WALL, MONUMENT, ETC.	DIMENSIONS OF SIGN FACE (w x l)	SIGN AREA (sq.ft)	TOTAL HEIGHT	ILLUMINATED Y/N	ILLUMINATION TYPE	ESTIMATED COST
	6							\$

PLEASANT VIEW RESERVE NEIGHBORHOOD ENTRANCE SIGN

DIMENSIONS

Block wall with stone veneer
Dutch Quality Stone Prestige color
2" tall limestone cap with 2" overhang on all sides

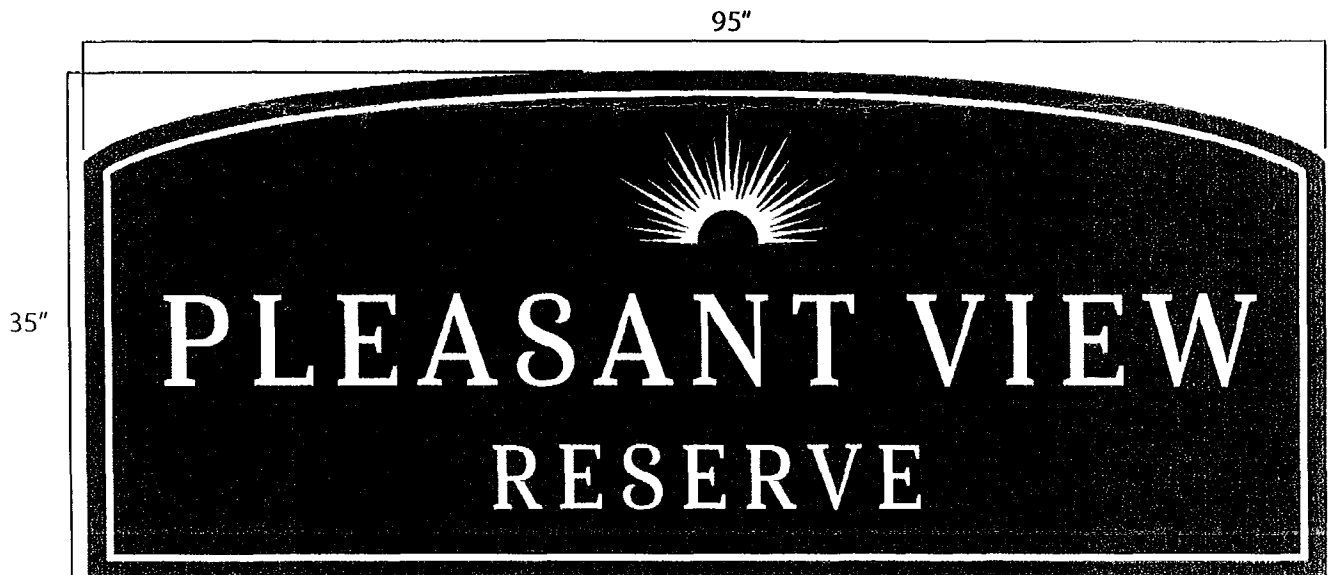
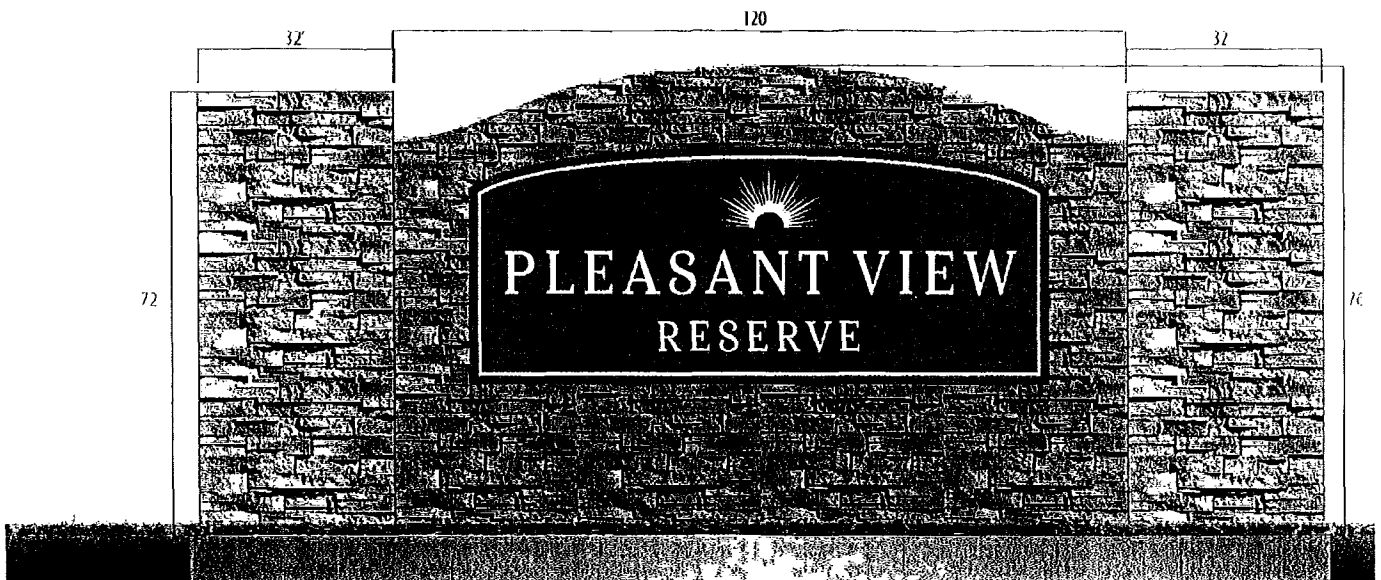
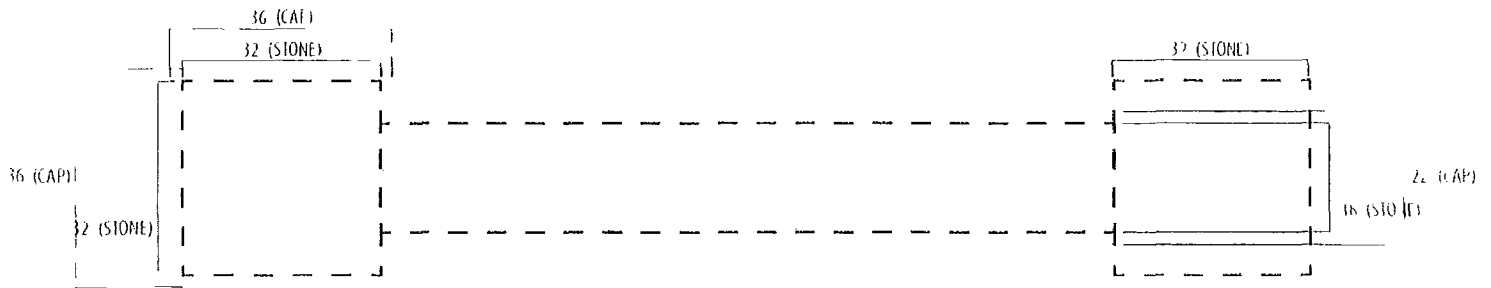
Sign panel measuring 95" wide x 42" tall
High density urethane construction
Prismatic letters with silver detail
Dark blue background



Concrete base. 42" + deep

PLEASANT VIEW RESERVE NEIGHBORHOOD ENTRANCE SIGN

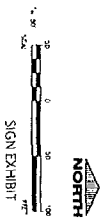
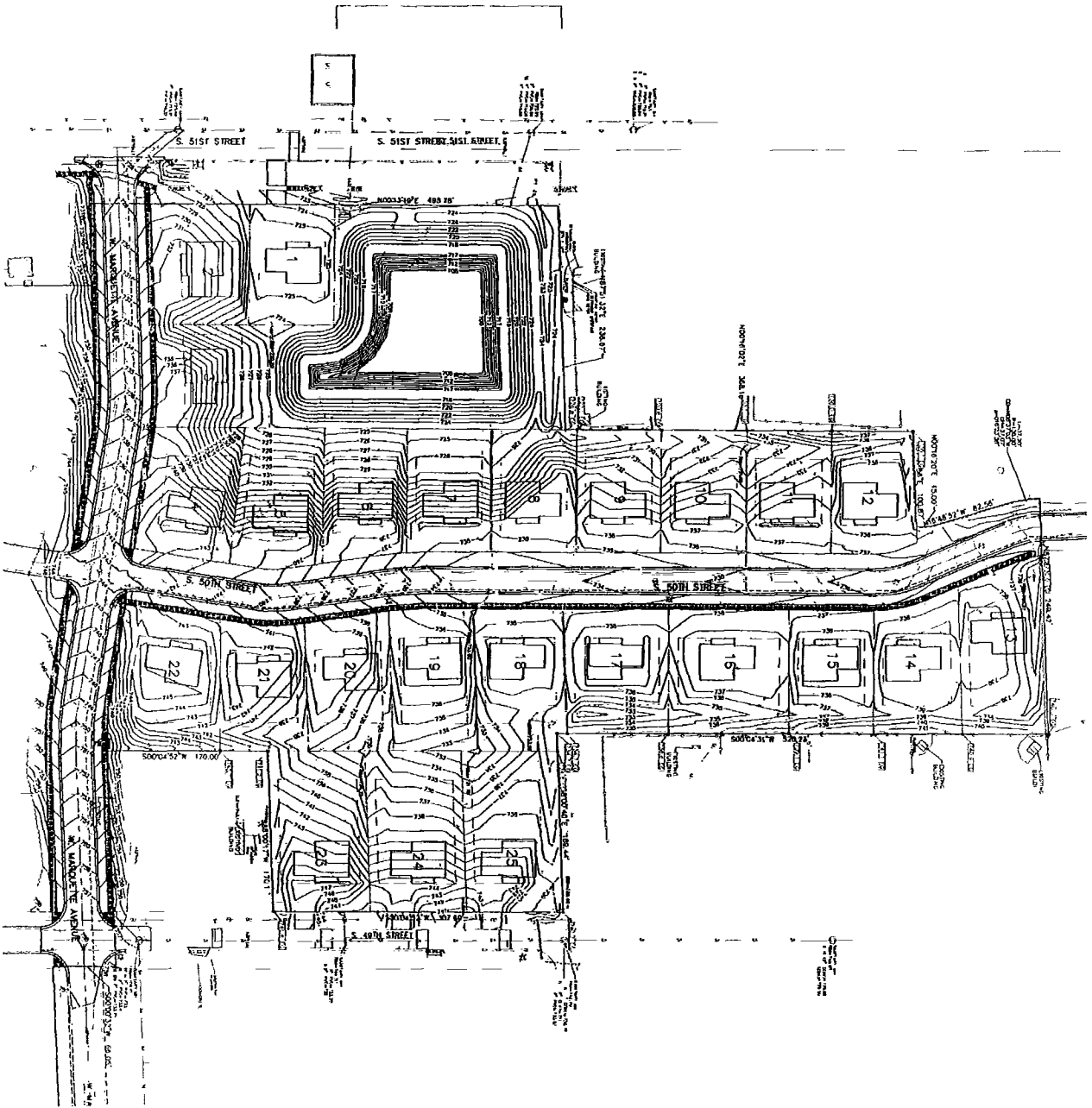
DIMENSIONS



GROSS SIGN DIMENSIONS: 184" x 76" = 97.11 square feet

SIGN FACE DIMENSIONS: 95" x 35" = 23.09 square feet

160' of street frontage
 160 x 0.8 = 128 SQ/FT



<p>EXCEL Always a Better Plan 1000 Lakeshore Drive Franklin, WI 53120 Phone: 262.238.2200 Fax: 262.238.2201 www.excelplan.com</p>	<p>VERIDIAN HOMES</p>	<p>PROPOSED RESIDENTIAL SUBDIVISION PLEASANT VIEW RESERVE S 51ST STREET & W MARQUETTE AVE @ FRANKLIN, WI</p>	<p>NOT FOR CONSTRUCTION</p>	<p>OWNER S</p>
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EXCEL
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 WWW.EXCELREGISTER.COM

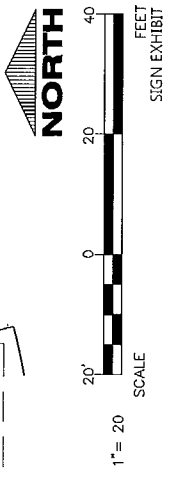
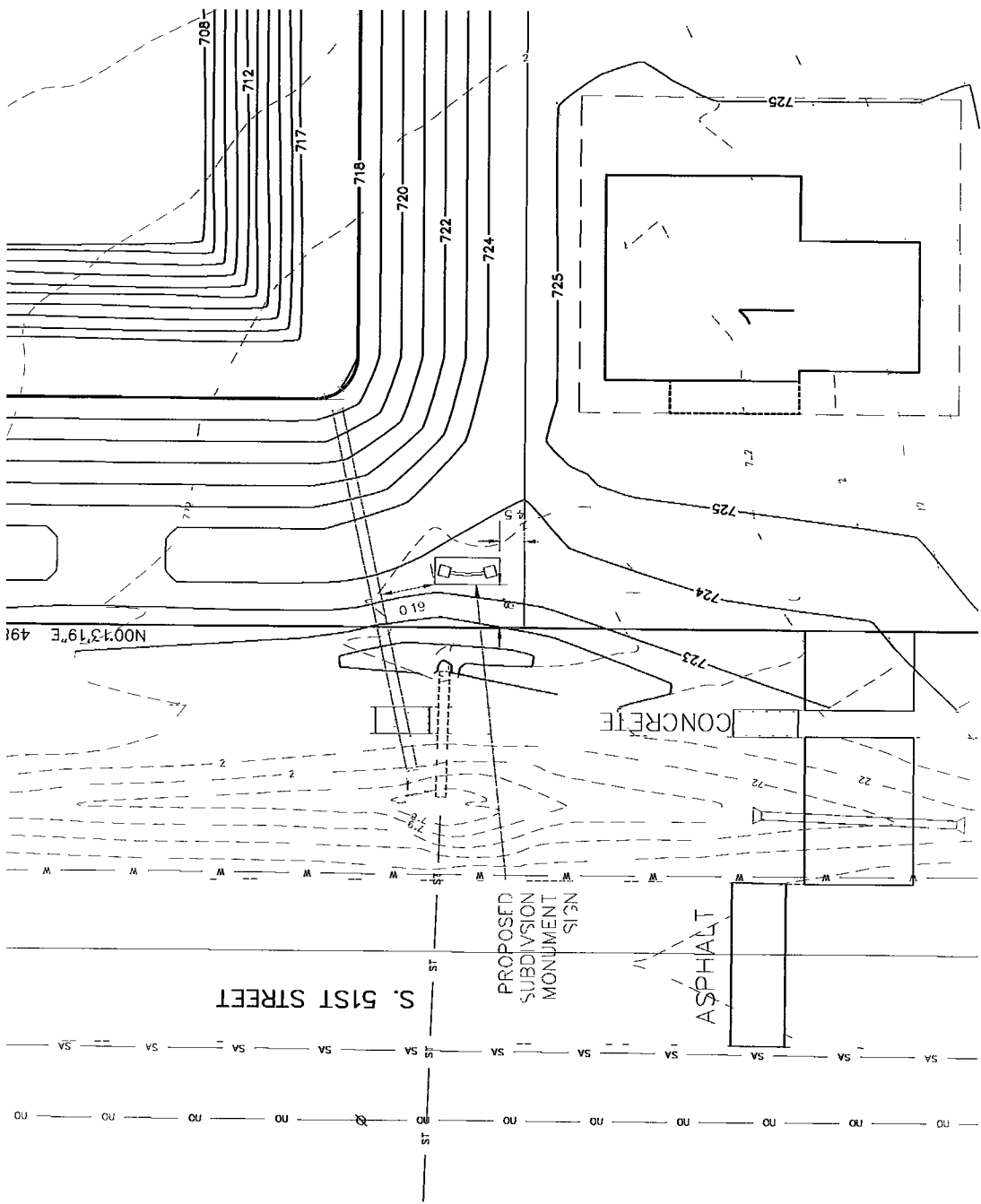
VERIDIAN
 HOMES
 COLLABORATION

PROJECT INFORMATION
 PROPOSED RESIDENTIAL SUBDIVISION
PLEASANT VIEW RESERVE
 531ST STREET & W MARQUETTE AVE • FRANKLIN, WI

PROFESSIONAL SEAL
 PRELIMINARY DATES
 JULY 29, 2021
 JAN 26, 2022

NOT FOR CONSTRUCTION
 JOB NUMBER
 204484Q

SHEET NUMBER
S



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/15/2022
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM B&B INVESTMENTS OF RAWSON, LLC (3130 W. RAWSON AVENUE, TKN 738-9991-001) AND FRANKLIN PUBLIC SCHOOLS (8222 S. 51ST STREET, TKN 807-9999-001)	ITEM NO. G.3.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in each entity's rules and regulations. These facilities as designed may be for water quantity and/or quality control. In the City of Franklin developers typically use wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the Municipal Code is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include Kids Connection on W. Rawson Avenue and S. 31st Street (by B&B Investments of Rawson, LLC), Franklin High School Baseball/Softball Fields at S. 51st Street and W. Drexel Avenue (by Franklin Public Schools.)

ANALYSIS

The WDNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific Maintenance Agreements. The attached Agreements were prepared by the developers and their engineers and revised as necessary.

OPTIONS

Approve or Deny the Storm Water Facilities Maintenance Agreements.

FISCAL IMPACT

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

Resolution 2022-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreements from B&B Investments of Rawson, LLC (3130 W. Rawson Avenue, TKN 738-9991-001) and Franklin Public Schools (8222 S. 51st Street, TKN 807-9999-001).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM
B&B INVESTMENTS OF RAWSON, LLC
(3130 W. RAWSON AVENUE, TKN 738-9991-001) AND
FRANKLIN PUBLIC SCHOOLS (8222 S. 51st Street, TKN 807-9999-001)

WHEREAS, storm water facilities are required to meet water quantity and quality standards; and

WHEREAS, a Maintenance Agreement is required to be developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, all costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement; and

WHEREAS, developers have executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreements for the following developments:

Kids Connection by B&B Investments of Rawson, LLC,
W. Rawson Avenue and S. 31st Street,
(3130 W. Rawson Avenue, TKN 738-9991-001)

Franklin High School Baseball/Softball Fields by Franklin Public Schools,
W. Drexel Avenue and S. 51st Street,
(8222 S. 51st Street, TKN 807-9999-001)

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreements, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

Kids Connection
3130 West Rawson Avenue
Franklin, WI
Tax Key: 7389991001

This AGREEMENT, made and entered into this 7th day of September 2021, by and between B&B Investments of Rawson, LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

LOT 1 OF CERTIFIED SURVEY MAP NO. 8419, PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

CONTAINING: 96,101 SQUARE FEET OR 2.2062 ACRES

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as Kids Connection (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained

as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work

of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

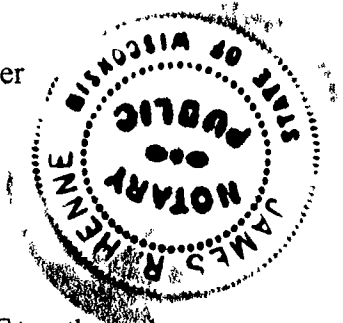
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

B+B Investments of Rawson Owner

By: Kristopher Kraussel
Name: Kristopher Kraussel



STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

Personally came before me this 7TH day of SEPTEMBER, 2021, the above named B+B INVESTMENTS OF RAWSON, LLC, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

James R. Henne
Notary Public, WAUKESHA County, WI
My commission expires: 9/17/21

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.
Form approved.

Jesse A Wesolowski, City Attorney

EXHIBIT A

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS City of Franklin

Name of Development Kids Connection

Responsible Party Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Inspector Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

Minimum Storm Water Practice Maintenance Requirements

BIORETENTION BASIN

System Description.

Bio-retention basins are designed to reduce peak flows and reduce runoff total suspended solids (TSS) from the site by intercepting the runoff and allowing it to seep (infiltrate) into the engineered soil layer and through the perforated under-drain pipe. To function correctly, the bio-retention basins size, depth, outlet standpipe and under-drain pipe must be maintained.

Minimum Maintenance Requirements:

To ensure the proper function of the bio-retention basin, the following list of maintenance activities are required to be performed by the owner or authorized qualified representative:

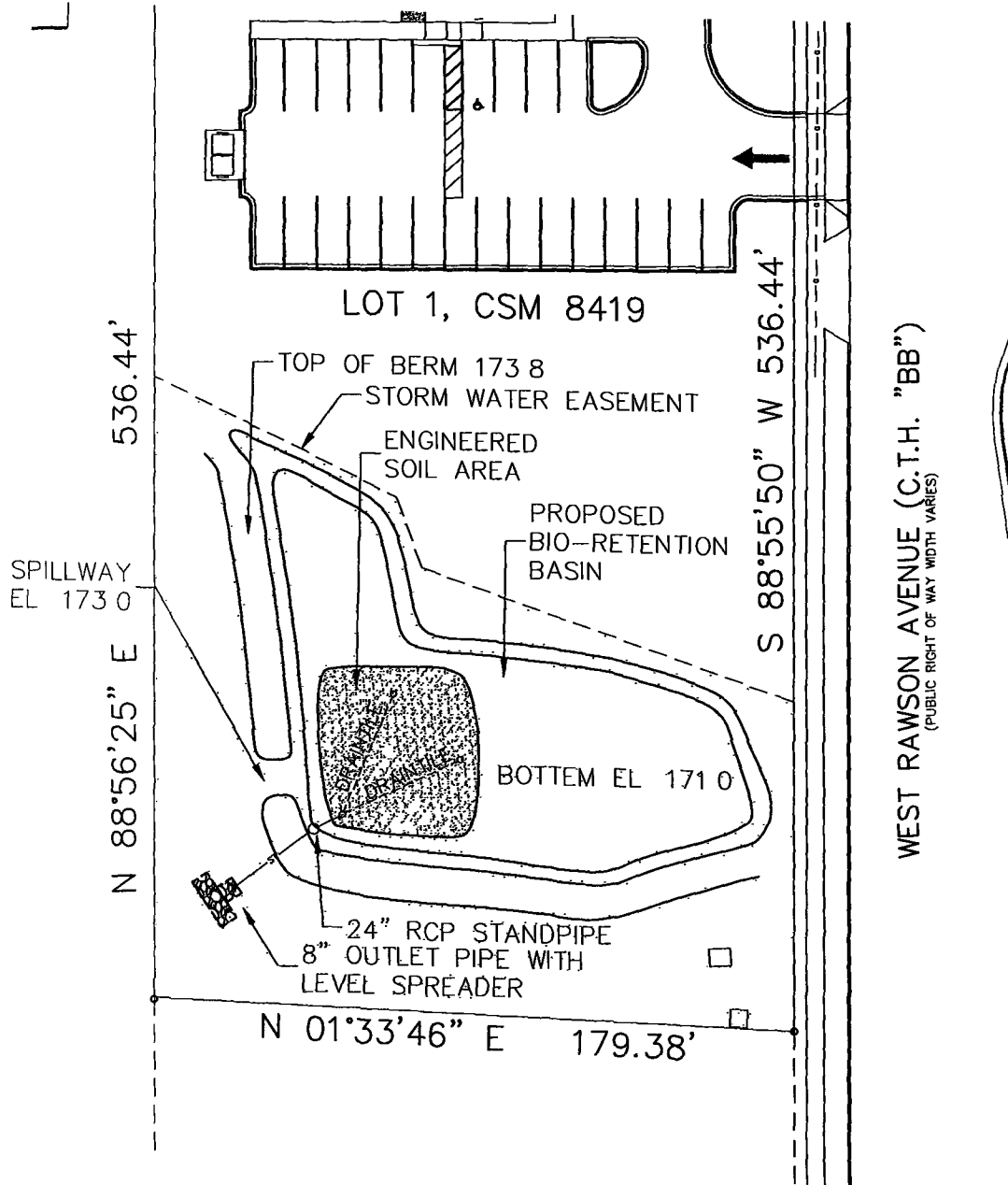
1. A minimum of 70% soil cover made up of plants must be maintained on the bio-retention basin bottom. The basin sides shall be a turf grass. Maintain plants and grasses per qualified landscape contractor recommendations.
2. Seasonal (early spring) inspection of the soil surface for the presence of sodium accumulation due to the introduction of chlorides for winter maintenance of the parking lot should occur. It is also recommended that the soil be flushed with 1" of clean water 3-4 times each spring. Consider reducing sodium/salting or use sodium alternatives.
3. The basin and all components (outlet standpipe, outlet pipe, vegetation and spillway) should be inspected after each heavy rain of 1.5" or more. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - If basin is not draining, the 6" drain tile should be cleared of any blockages or obstructions. Clear blockages in the under drain pipe, if present through the under drain cleanout. Expose the stone and soil immediately around the pipe, clear blockages and replace per approved design. Also examine outlet orifice through the dual treated planks within the pond outlet manhole. Remove any sediment accumulated within the manhole and orifice.
 - If soil testing shows that the soil surface has become crusted, sealed or compacted, Engineered soil should be replaced. Expose 6" drain tile and verify it is clear of obstructions. Remove and replace engineered soil per WDNR specifications. Replace bio-retention plantings per approved Landscape Plan for the project.
 - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area replanted in accordance with the approved Landscape Plan for the project. Sediment removed shall be deposited offsite at an appropriate soil disposal facility.
4. All outlet pipes, other flow control devices within the basin outlet manhole must be kept free of debris. Any blockage must be removed immediately.
5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of bio-retention basin to prevent soil compaction. Soil compaction will reduce infiltration and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
7. No unauthorized trees are to be planted or allowed to grow on the earthen berms or bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. Woody vegetation must be removed.
8. Check for invasive species growth and remove per species specific recommended practices.
9. No grading or filling of the basin or berms other than for sediment removal is allowed.
10. One required inspection a year shall be conducted per City of Franklin requirements. An inspection form must be completed and documented by a qualified person that represents the Owner. Any needed maintenance must be documented and scheduled for immediate repair. All repairs must be documented, preferably with photographs.
11. Snow shall not be dumped directly onto the conditioned planting bed.
12. See chart below for maintenance activity and frequency:

Activity	Frequency
Water Plants	As necessary during first growing season
Water as necessary during dry periods	As needed after first growing season
Re-mulch void areas	As needed
Treat diseased trees and shrubs	As needed
Inspect soil and repair eroded areas	Monthly
Remove litter and debris	Monthly
Add additional mulch	Once per year

EXHIBIT "B"

DEPICTION OF FACILITIES

SYSTEM DESCRIPTION SITE STORM WATER MANAGEMENT INCLUDES THE IMPLEMENTATION OF A BIORETENTION BASIN LOCATED AT THE WEST END OF THE SUBJECT PROPERTY SITE DRAINAGE FROM ROOF AND PAVEMENT WILL BE DIRECTED TO THE BASIN THAT WILL PROVIDE WATER QUALITY AND QUANTITY CONTROL THE BASIN FUNCTIONS BY ALLOWING SITE DRAINAGE TO INFILTRATE INTO THE ENGINEERED SOIL LAYER AND THROUGH THE DRAINTILE OUTFLOW IS ADDITIONALLY CONTROLLED VIA 24" STANDPIPE AND 8" OUTLET PIPE AND LEVEL SPREADER



GRAPHIC SCALE



1 inch = 60 ft

EXHIBIT "C"

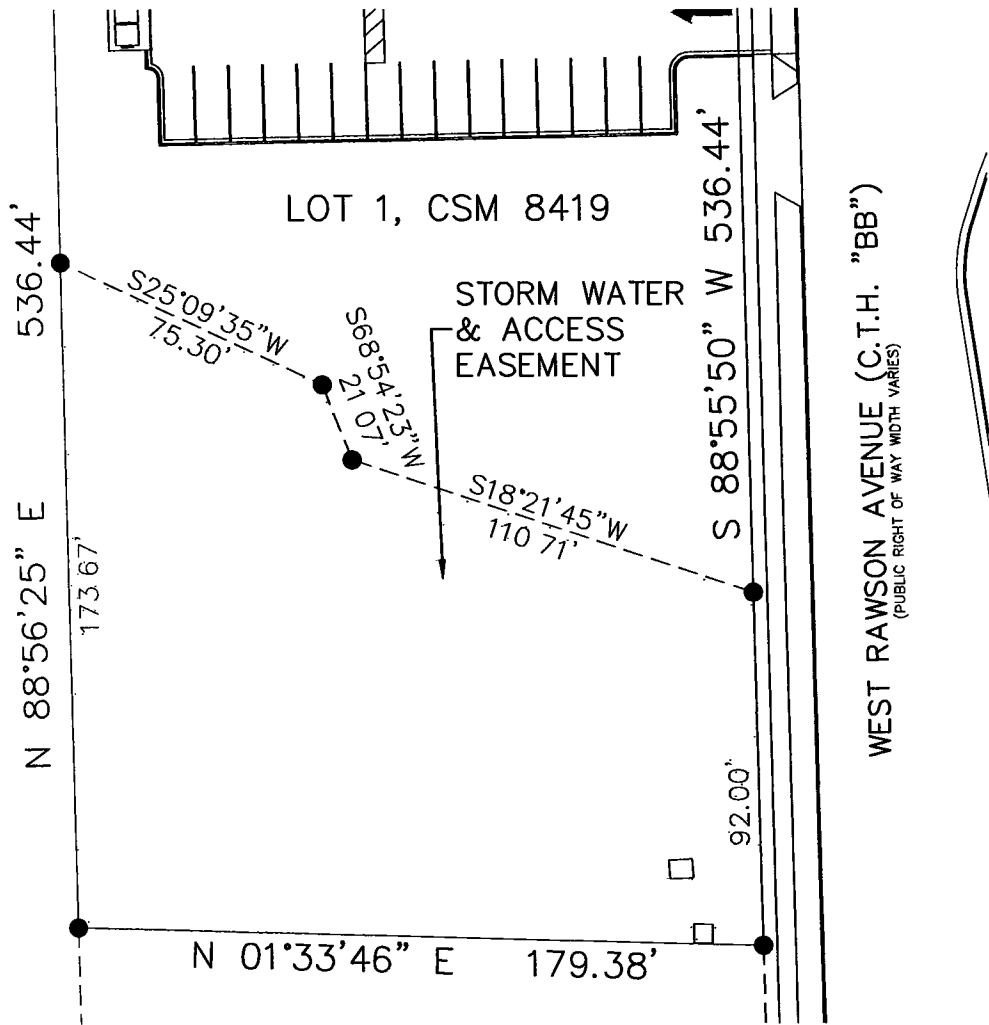
DESCRIPTION OF EASEMENT AREA

STORM WATER EASEMENT LEGAL DESCRIPTION.

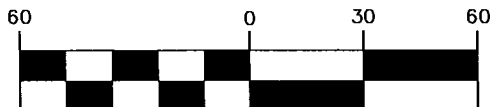
BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO 8419 IN THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CSM 8419 THENCE N 01°33'46" E 179.38 FEET, THENCE N 88°56'25" E 173.67 FEET, THENCE S 25°09'35" W 75.30 FEET, THENCE S 68°54'23" W 21.07 FEET, THENCE S 18°21'45" W 110.71 FEET, THENCE S 88°55'50" W 92.00 FEET TO THE POINT OF BEGINNING CONTAINING 22,956 SQUARE FEET

NOTE OWNER SHALL PROVIDE ACCESS FROM W RAWSON AVE (CTH BB) TO STORM WATER EASEMENT AS SHOWN BELOW



GRAPHIC SCALE



1 inch = 60 ft

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

Franklin High School
Baseball/Softball Synthetic Turf Development
8222 S 51st St, Franklin, WI 53132
Tax ID No. 8079999001

RECEIVED
JAN
City of Franklin
Engineering Dept

This AGREEMENT, made and entered into this 17 day of January, 2022, by and between Franklin Public Schools, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

That part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows

Commencing at the Northwest corner of said Northeast 1/4 of Section 14; thence North 87°28'04" East along the north line of said Northeast 1/4 of Section 14, 60 05 feet, thence South 0°07'13" East parallel to the west line of said Northeast 1/4 of Section 14, 60 05 feet to the south right of way line of W Drexel Ave and the point of beginning, thence North 87°28'04" East along said south right of way line of W Drexel Ave, 927 10 feet, thence South 0°04'58" East, 295 42 feet, thence North 87°28'04" East, 325 46 feet to the east line of the west 1/2 of said Northeast 1/4 of Section 14 and the west line of High View Estates as recorded in the Milwaukee County registry on reel 2959 image 1697 as document #6723921, thence South 0°04'58" East along the east line of the west 1/2 of said Northeast 1/4 of Section 14 and the west line of said High View Estates, 2281 40 feet to the south line of said Northeast 1/4 of Section 14 and the north line of High View Estates ADD'N No 1 as recorded in the Milwaukee County registry on reel 3366 image 273 as document #6997253, thence South 87°43'14" East along the south line of said Northeast 1/4 of Section 14 and the north line of said High View Estates ADD'N No 1, 1250 65 feet to the east right of way line of S 51st ST, thence North 0°07'13" West along the east line of said right of way of S 51st ST, 592 75 feet, thence North 89°52'47" East along the east line of said right of way of S 51st ST, 30 00 feet, thence North 0°07'13" West along the east line of said right of way of S 51st ST, 540 00 feet, thence South 89°52'47" West along the east line of said right of way of S 51st ST, 30 00 feet, thence North 0°07'13" West along the east line of said right of way of S 51st ST, 1438 48 feet to the point of beginning

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Franklin High School Baseball/Softball Synthetic Turf Development hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the

City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a. Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b. Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be

specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowner's association, the City may specially charge each member of the homeowner's association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowner's association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

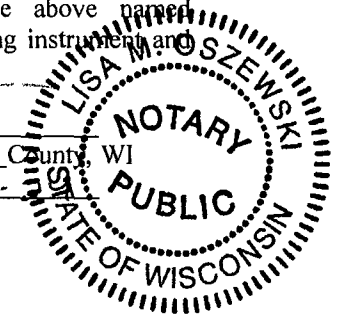
SEALED IN PRESENCE OF:

Franklin Public Schools Owner
By: Kasey Stumvoll *Kasey Stumvoll*
manager buildings ground
Name Printed
Title: _____

STATE OF WISCONSIN) ss.
Milwaukee COUNTY)

Personally came before me this 17th day of January, 2022 the above named Kasey Stumvoll, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

L. M. O.
Notary Public, Milwaukee County, WI
My Commission expires: 6-1-



CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__ the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this ____ day of _____, 20__.

Notary Public, Milwaukee County, WI
My Commission expires: _____

*This Instrument Drafted By Point of Beginning, Inc - Jesse Becker, P E, on 9/10/2021
Form Approved*

Jesse A Wesolowski, City Attorney

Exhibit A

POST CONSTRUCTION LONG-TERM STORM WATER MANAGEMENT CHECKLIST

Site Name: Franklin HS – Synthetic Turf Field Development
Location: 8222 S 51st St, Franklin, WI 53132
Responsible Party: Franklin Public Schools
Date of Inspection: _____
Time of Inspection: _____
Type of Inspection: _____
(semiannual/precipitation event)
Weather: _____
Inspector's Name: _____
Inspector's Phone No: _____
Inspector's Email: _____

Component Inspected:	Repairs Required: (Yes or No)	Comments:
1. Storm Manhole		
a Accumulated Sediment	_____	_____
b Accumulated Trash/Debris	_____	_____
c Damage to Manhole	_____	_____
2. Storm Sewer		
a Accumulated Sediment	_____	_____
b Accumulated Trash/Debris	_____	_____
c Damage to Storm Sewer	_____	_____
3. Storm Endwall		
a Accumulated Sediment	_____	_____
b Accumulated Trash/Debris	_____	_____
c Damage to Endwall	_____	_____
d Erosion at Endwall	_____	_____
e Orifice Obstructed	_____	_____
4. Synthetic Turf		
a Accumulated Trash/Debris	_____	_____
b Damage to Grass	_____	_____
c Damage to Joints	_____	_____
d Damage to Infill	_____	_____

Exhibit B

DEPICTION OF THE FACILITIES

The maintenance plan described in Exhibit A shall be conducted for the stormwater management practices shown below:

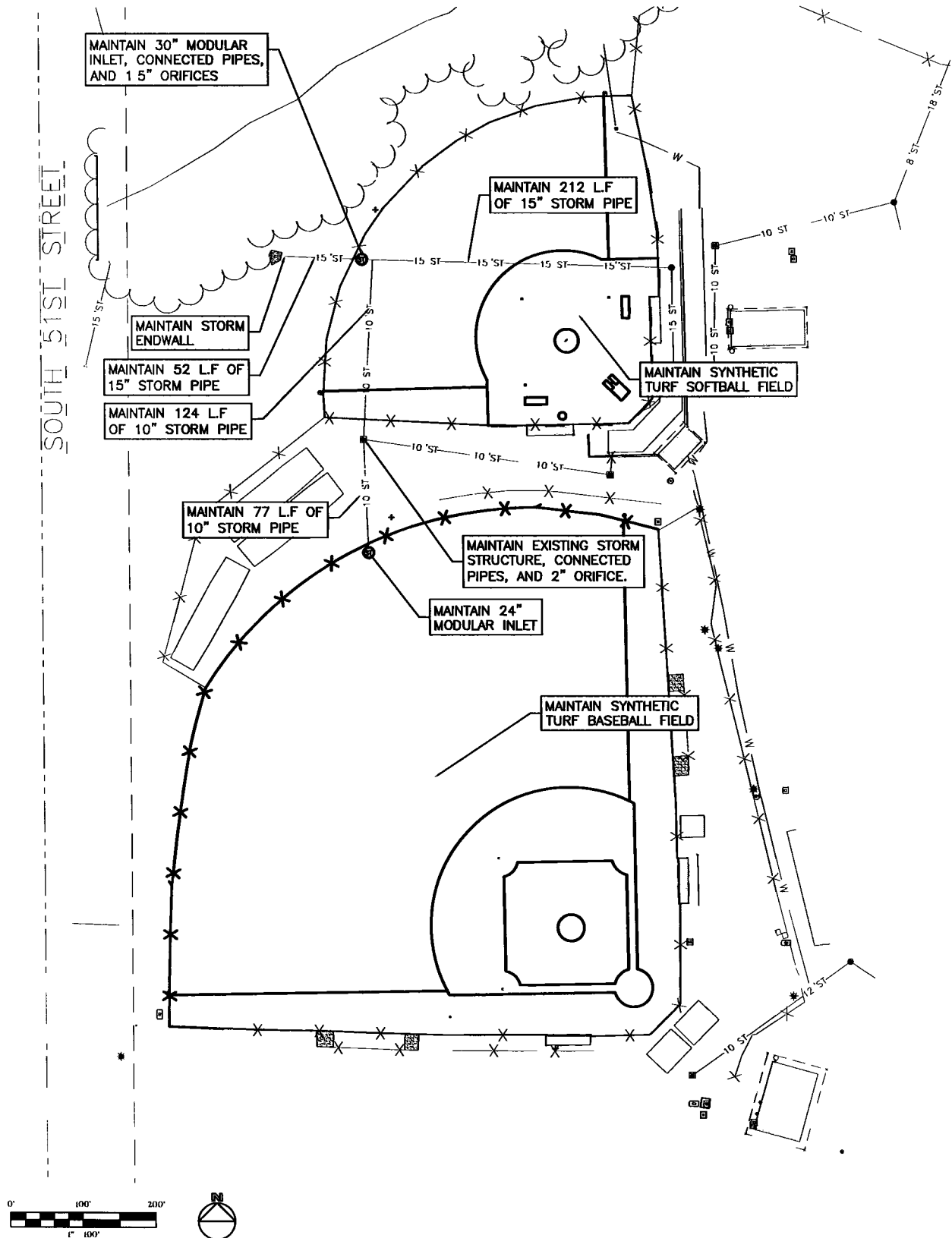


Exhibit C

LEGAL DESCRIPTION

That part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 of Section 14; thence North 87°28'04" East along the north line of said Northeast 1/4 of Section 14, 60.05 feet; thence South 0°07'13" East parallel to the west line of said Northeast 1/4 of Section 14, 60.05 feet to the south right of way line of W. Drexel Ave. and the point of beginning; thence North 87°28'04" East along said south right of way line of W. Drexel Ave., 927.10 feet; thence South 0°04'58" East, 295.42 feet; thence North 87°28'04" East, 325.46 feet to the east line of the west 1/2 of said Northeast 1/4 of Section 14 and the west line of High View Estates as recorded in the Milwaukee County registry on reel 2959 image 1697 as document #6723921; thence South 0°04'58" East along the east line of the west 1/2 of said Northeast 1/4 of Section 14 and the west line of said High View Estates, 2281.40 feet to the south line of said Northeast 1/4 of Section 14 and the north line of High View Estates ADD'N No. 1 as recorded in the Milwaukee County registry on reel 3366 image 273 as document #6997253; thence South 87°43'14" East along the south line of said Northeast 1/4 of Section 14 and the north line of said High View Estates ADD'N No.1, 1250.65 feet to the east right of way line of S. 51st ST.; thence North 0°07'13" West along the east line of said right of way of S. 51st ST., 592.75 feet; thence North 89°52'47" East along the east line of said right of way of S. 51st ST., 30.00 feet; thence North 0°07'13" West along the east line of said right of way of S. 51st ST., 540.00 feet; thence South 89°52'47" West along the east line of said right of way of S. 51st ST., 30.00 feet; thence North 0°07'13" West along the east line of said right of way of S. 51st ST., 1438.48 feet to the point of beginning.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 02/15/22</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS AND A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 975, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p>(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT (LOOMIS & RYAN, INC. AND GURJIT SINGH AND GURMIT KAUR, PROPERTY OWNERS))</p> <p>(LOT 84 OF RYAN MEADOWS SUBDIVISION AND AN ADJACENT PROPERTY LOCATED ON THE WEST SIDE OF SOUTH 112TH STREET (APPROXIMATELY LOCATED AT THE END OF MONARCH DRIVE IN THE RYAN MEADOWS SUBDIVISION))</p>	<p>ITEM NUMBER</p> <p>G.4.</p>
<p>At the February 3, 2022, regular meeting, the Plan Commission carried a motion to recommend approval of this resolution, the vote was 6-0-0. At the same meeting, the Plan Commission approved a land division variance to allow for the dedication of 0.14 acres for road right-of-way at the end of Monarch Drive, resulting in a cul-de-sac street exceeding 800 feet in length, the vote was 6-0-0. On February 8, the applicant submitted a revised Certified Survey Map and site capacity calculations to account for the cul-de-sac dedication.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2022-_____, conditionally approving a 3 lot certified survey map, being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of certified survey map no. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.</p>		

RESOLUTION NO. 2022-_____

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS AND A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 975, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT (LOOMIS & RYAN, INC. AND GURJIT SINGH AND GURMIT KAUR, PROPERTY OWNERS)) (LOT 84 OF RYAN MEADOWS SUBDIVISION AND AN ADJACENT PROPERTY LOCATED ON THE WEST SIDE OF SOUTH 112TH STREET (APPROXIMATELY LOCATED AT THE END OF MONARCH DRIVE IN THE RYAN MEADOWS SUBDIVISION))

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, Lot 84 of Ryan Meadows subdivision and an adjacent property located on the west side of South 112th street (approximately located at the end of Monarch Drive in the Ryan Meadows subdivision) [Lot 84 of Ryan Meadows is owned by Loomis & Ryan, Inc., on the east side of Monarch Drive and south of Chicory Street (Tax Key Number 891-1084-000; approximately 24.06 acres); the other property bearing Tax Key Number 938-9994-004 is owned by Gurjit Singh and Gurmit Kaur (approximately 31.93 acres); the Certified Survey Map creates three new lots with Lot 1 having an area of approximately 9.39 acres (to be owned by Loomis & Ryan, Inc.); Lot 2 approximately 22.88 acres (to be owned by Loomis & Ryan, Inc.) and Lot 3 with 23.57 acres (to be owned by Singh and Kaur)], Stephen R. Mills, President of Bear Development, LLC, applicant, Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur, property owners; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2022-_____
Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Stephen R. Mills, President of Bear Development, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Stephen R. Mills, President of Bear Development, LLC, successors and assigns, and any developer of this 3-lot certified survey map, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Stephen R. Mills, President of Bear Development, LLC and the 3 lot certified survey map project at Lot 84 of Ryan Meadows subdivision and an adjacent property located on the west side of South 112th street (approximately located at the end of Monarch Drive in the Ryan Meadows subdivision): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other

STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2022-_____

Page 3

governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

6. The technical corrections noted by the Engineering Department in memorandum dated December 14, 2021, and Milwaukee County Register of Deeds in letter dated November 22, 2021, must be addressed prior to recording of this Certified Survey Map.
7. The applicant shall revise the Certified Survey Map, sheet #14, note 4, to indicate that Lot 3 is not served by public water, for City Development Department review, prior to recording of the Certified Survey Map.
8. The applicant must submit Plan & Profile drawings for Engineering Department review and approval, prior to the recording of the Certified Survey Map. This Certified Survey Map is not approving the “Offsite Turnaround Exhibit” dated February 3, 2022.
9. The applicant must bear the cost for the installation of a dead end traffic sign at the intersection of Monarch Drive and Chicory Street.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur, with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC – CERTIFIED
SURVEY MAP

RESOLUTION NO. 2022-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item E.1.

Meeting of February 3, 2022

Rezoning, Certified Survey Map and Land Division Variance

RECOMMENDATION: City Development staff recommends consideration of three (3) scenarios for the Certified Survey Map and Land Division Variance.

Table with 2 columns: Field Name and Description. Fields include Project Name, Project Address, Applicant, Property Owner, Current Zoning, 2025 Comprehensive Plan, Use of Surrounding Properties, Applicant's Action Requested, and Planner.

This Certified Survey Map application is for the reconfiguration of lot 84 of Ryan Meadows and an adjacent property located on the west side of S. 112th Street, and the land division variance is to allow Monarch Drive as a cul-de-sac over 800 feet in length.

Rezoning:

During the last regular meeting held on January 20, the Plan Commission recommended approval of this request to change the zoning of the east part of the proposed Lot 2 from R-2 Estate Single-Family Residence District to M-1 Limited Industrial for future industrial development.

Certified Survey Map:

After discussions about Monarch Drive in the Ryan Meadows subdivision during the last meeting, the Plan Commission tabled this Certified Survey Map (CSM).

The applicant submitted a revised CSM with a dedication for public road right of way purposes at the end of Monarch Drive instead of a temporary turn-around easement (see CSM, sheet 15). The area to be dedicated is 8,576 sf (0.1969 acres). Note that the resulting Monarch Drive would be a cul-de-sac with over 800 feet in length, see Land Division Variance section below for more information.

The proposed Certified Survey Map reconfigures the subject two properties: Lot 84 of Ryan Meadows owned by Loomis & Ryan, Inc. on the east side of Monarch Drive and south of Chicory Street, about 24.06 acres; the other property bearing Tax Key Number (TKN) 938 9994 004 is owned by Gurjit Singh and Gurmit Kaur and it is about 31.93 acres.

The CSM creates three new lots with Lot 1 having an area of approximately 9.39 acres (to be owned by Loomis & Ryan, Inc.); Lot 2 about 22.88 acres (to be owned by Loomis & Ryan, Inc.) and Lot 3 with 23.57 acres (to be owned by Singh and Kaur). The land division request essentially allows Loomis & Ryan, Inc. to purchase about 8 acres of land. This CSM also includes a temporary turn around easement at the end of Monarch Drive (sheet 15), a 20-foot trail easement (sheet 9).

If the concurrent rezoning request is approved, lots 1 and 2 would be zoned M-1 for industrial use. These two proposed lots meet the dimensional standards of the M-1 Limited Industrial zoning district, such as the minimum lot area of 20,000 square feet and minimum lot width of 100 feet. Lot 3 would remain zoned R-2 Estate Single-Family Residence District and exceed the lot standards for this district: 40,000 square feet for minimum lot area and 150 feet for minimum lot width.

Landscape bufferyard easements are required between different zoning districts, for example between the R-2 and M-1 zoning districts. City Development staff does not recommend separate landscape bufferyard easements for this certified survey map due to wetlands located between lots 2 and 3, as well as the proposed trail easement on lot 2 (CSM sheet #9).

Natural resource protection and conservation easements:

Part of this Certified Survey Map (CSM) is located in the Ryan Meadows subdivision, specifically Lot 84, where the existing wetland located in the southernmost portion of this lot is already protected by a conservation easement (Doc #10995757, appendix 1).

The proposed lots 2 and 3 contain wetland areas subject to the natural resource protection standards of the Unified Development Ordinance (UDO) as depicted in CSM sheets #4-5. UDO Section 15-7.0702P states that “conservation easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map” and “shall be filed with the Certified Survey Map or submitted for review as a condition of any approval thereof”.

City Development staff indicated the applicant to shade the areas to be protected by conservation easements. The applicant is requesting to defer this requirement prior to the issuance of a building permit or land disturbance permit rather than concurrently with the recording of this CSM (sheet #14, note 7). The applicant's basis for this request is potential impact to natural resources in Lot 2 and no immediate development plans for Lot 3.

Land Division Variance:

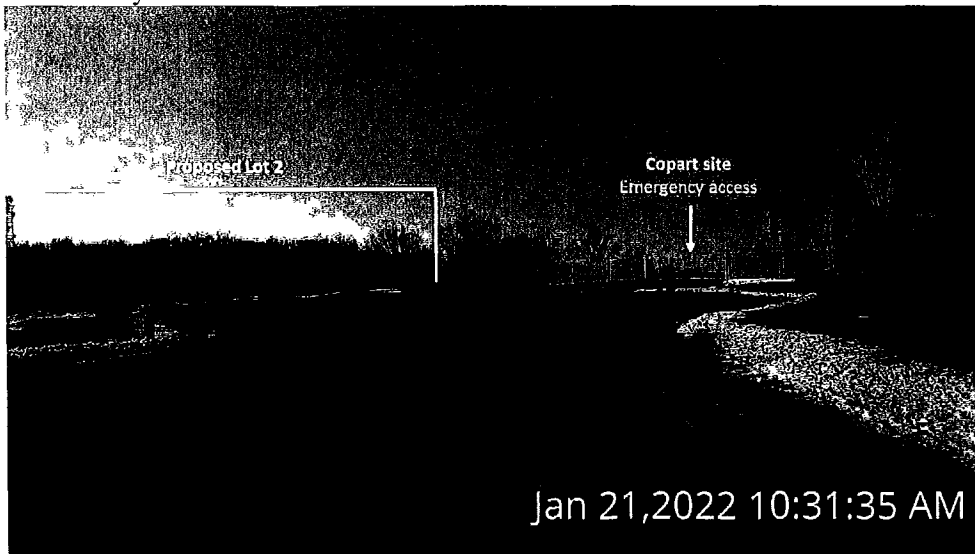
According to the Unified Development Ordinance (UDO) Section 15-5-0103A: "Cul-de-sac streets designed to have one end permanently closed shall not exceed 800 feet in length". With the proposed right-of-way dedication at the end of Monarch Drive, this street is considered a cul-de-sac with a length of approximately 1,500 feet. The applicant submitted a Land Division Variance on January 25, 2022, to allow for the Monarch Drive cul-de-sac exceeding 800 feet in length.

Background:

In 2019, a Certified Survey Map was presented before the Plan Commission for the Copart site, which current address is 10020 S. 124th Street. City Development staff suggested the following in the staff report dated December 5, 2019 (page 3, appendix 2):

"That Monarch Drive (approved but not yet constructed as part of the adjacent Industrial Park) be extended through the proposed lot 1 (via reservation or dedication) to connect to S. 124th Street. It can be noted that Monarch Drive (from Chicory Street to its dead end at the northeastern corner of Lot 1 of the proposed CSM) is over 1,200 feet in length, which exceeds the UDO maximum cul-de-sac length of 800 feet".

The Certified Survey Map No. 9276 that was approved and recorded does not include any right-of-way dedication or reservation for the extension of Monarch Drive to the west (see appendix 3). The Copart site has been developed and includes a gate to Monarch Drive for emergency access only.



End of Monarch Drive, photograph by City Development staff with annotations.

In March 2020, Bear Development, LLC submitted a Certified Survey Map to split Lot 84 into 2 lots, with lot 2 to be part of the Copart site. City Development staff recommended a cul-de-sac with an island instead of a temporary turnaround easement as originally submitted. This CSM was denied by the Common Council as noted in the minutes of the June 16, 2020 (appendix 4), among the reasons for the denial of the CSM in 2020 was the length over 800 feet of Monarch Drive as a cul-de-sac street:

“The Common Council hereby denies the Certified Survey Map Application because the proposed use does not promote the health, safety and welfare of the City and the Community, is inconsistent with the character of the municipality, potentially would not protect or enhance the area and beyond natural resources features, and would not serve the encouragement of or be the most appropriate use of land in the proposed development area and throughout the municipality. The Common Council hereby denies the Certified Survey Map Application because the proposed use potential runoff off of potential oils and such drainage from damaged motor vehicles does not comply with §15-3.1106A. General Water Quality Standards of the Unified Development Ordinance. The Common Council hereby denies the Certified Survey Map Application because the proposed cul-de-sac does not comply with §15-5.0103A.1. Length, of the Unified Development Ordinance”.

Recommendation

City Development staff recommends consideration of three (3) scenarios for the Certified Survey Map and Land Division Variance:

1. **Approve the Land Division Variance request.** Accept the right-of-way dedication and allow Monarch Drive to end in a cul-de-sac with an island as presented by the applicant.
2. **Deny the Land Division Variance request and require extension of Monarch Drive to the southern property line.** This option faces several environmental constraints because the southern portion of Lot 2 is protected by a conservation easement (Doc #10995757) and it is an Isolated Natural Resource Area as defined by the Southeastern Wisconsin Regional Planning Commission (SEWRPC). Additionally, the properties to the south are zoned R-2, estate single family residential.
3. **Deny the Land Division Variance request and require extension of Monarch Drive to the west through the Copart site.** This option has limited feasibility as the Copart site has already been developed with an approved site plan.

With regards to natural resources, City Development staff recommends.

- **Condition #6,** conservation easements to be provided as part of, and recorded simultaneously with, the Certified Survey Map (CSM) as required by Section 15-7.0702P of the UDO. However, staff acknowledges that the applicant is providing graphical delineation of present wetland boundaries and associated buffers and setbacks

(sheets 4-5 & 12-13). If approved, the subject CSM and rezoning are not authorizing any impacts to existing natural resources.

The applicant is requesting that the recording of a conservation easement be deferred to the time of development, prior to issuance of building or land disturbance permits. The Plan Commission may remove this condition to defer the conservation easement as requested by the applicant (sheet #14, note 7).

Appendices

1. Conservation easement for southern portion of Lot 84 in the Ryan Meadows subdivision, Doc #10995757.
2. Report to the Plan Commission dated December 5, 2019.
3. Certified Survey Map No. 9276.
4. Common Council minutes, meeting held on June 16, 2020.

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

[Draft 01-27-22]

RESOLUTION NO. 2022-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE FOR A 3 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS AND A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 975, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT (LOOMIS & RYAN, INC. AND GURJIT SINGH AND GURMIT KAUR, PROPERTY OWNERS)) (LOT 84 OF RYAN MEADOWS SUBDIVISION AND AN ADJACENT PROPERTY LOCATED ON THE WEST SIDE OF SOUTH 112TH STREET (APPROXIMATELY LOCATED AT THE END OF MONARCH DRIVE IN THE RYAN MEADOWS SUBDIVISION))

WHEREAS, the City of Franklin, Wisconsin, having received an application from Stephen R. Mills, President of Bear Development, LL, for a land division variance to allow for the dedication of 8,576 sf (0.1969 acres) for road right-of-way purposes and the installation of a permanent cul-de-sac with an island at the end of Monarch Drive in the Ryan Meadows subdivision, such variance being necessary as the resulting cul-de-sac street length is approximately 1,500 feet for the concurrent certified survey map application, such map being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; specifically properties bearing Tax Key Numbers 891-1084-000 and 938-9994-004; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance allows for Land Division Variances in part through the applicability thereof upon §15-5.0103A. providing that the maximum length for cul-de-sac streets with one end permanently closed is 800 feet; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance sets forth findings which must be made by the Plan Commission and approved by a majority vote of the entire membership of the Plan Commission (4 votes) for approval of a Land Division Variance application.

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2022-_____

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Commission makes the following findings upon the greater weight of the evidence that all the following facts and conditions exist:

1. There are exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship, to wit: There are exceptional, extraordinary, and unusual conditions that make the extension of Monarch Drive either impossible or unfeasible, such as:
 - The Final Plat for Ryan Meadows Subdivision was recorded on March 20, 2020 as Document #10962414.
 - The Ryan Meadows project required multiple City reviews and approvals including Comprehensive Plan Amendment, Zoning Reclassification, Civil Engineering and Platting.
 - As approved, Ryan Meadows Subdivision included the dedicated public right-of-way of Monarch Drive stubbed to the adjacent property to the west.
 - On October 20, 2020 the City of Franklin approved a Site Plan submitted by Copart of Connecticut, Inc. for the property directly west of the dedicated Monarch Drive terminus.
 - The referenced Site Plan did not include the extension/continuation of Monarch Drive.
 - The referenced site was fully developed in 2020 and does not accommodate the extension of Monarch Drive.
 - During the Site Plan proceedings for the Copart of Connecticut site, the Applicant was instructed to design a permanent cul-de-sac. The cul-de-sac was fully engineered as a Construction Bulletin.
 - Subsequently, the Applicant was directed to revert the design to its current condition.
 - Monarch Drive cannot be feasibly extended south due to a SEWRPC Isolated Natural Area located within a possible southern alignment.
 - The referenced wetland is 400 feet in width, making the design impractical.
 - Lying south of the wetland is a significant area of Mature Woodlands. The City Unified Development Ordinance protects and preserves Mature Woodlands as a protected Natural Resource. While a road could be extended through Mature Woodlands, it would not serve developable property, making the roadway project economically unfeasible.
 - The property on Oakwood Road can be served by future roads that do not impact wetlands or mature woodlands.
 - Monarch Drive cannot be shortened as it is constructed as a public street and serves other properties, some of which are not owned by the Applicant.

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2022-_____

Page 3

2. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed, to wit: The existing conditions which create the severe hardships are not generally applicable to other properties. The specific situation is an existing condition and unique and extraordinary to Ryan Meadows. The future extension of Monarch Drive to eliminate a cul-de-sac street design is not possible.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity, to wit. The requested variance is necessary for the continued commercial development contemplated at Loomis Business Park. Without the requested variance, future commercial/industrial development along Monarch Drive is not possible. A planned termination of Monarch Drive is necessary.

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest, to wit: The requested variance will not be detrimental to adjacent property. The variance will allow for the orderly termination of Monarch Drive from its existing condition which is a dead-end stub street to a functional, permanent cul-de-sac, allowing for truck and emergency vehicle turnaround. The ability for safe turning movements through the proposed cul-de-sac will benefit the properties along Monarch Drive along with the traveling public. Additional street signage can be implemented to alert the traveling public of an extended cul-de-sac street. The portion of Monarch Drive that is proposed as a cul-de-sac serves only three (parcels)

BE IT FURTHER RESOLVED, that the application by Bear Development, LLC, for a Land Division Variance, upon the above findings, be and the same is hereby approved, subject to the approval of the aforesaid certified survey map application by Bear Development, LLC.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2022.

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2022-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

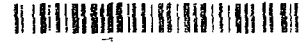
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

9

Conservation Easement



#1

Document Number

DOC # 1995757

Recording Area

Name and Return Address

City of Franklin
Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132

891 1084 000

Parcel Identification Number (PIN)

This information must be completed by submitter document title, name & return address, and PIN (if required) Other information such as the granting clause legal description etc may be placed on this first page of the document or may be placed on additional pages of the document

WRDA Rev 12/22/2010

CONSERVATION EASEMENT

Ryan Meadows
Wetland 1- Lot 84

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Mills Hotel Wyoming, LLC, a e g Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within Ryan Meadows Subdivision, being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southwest ¼ and the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, as identified in the Natural Resource Protection Plan compiled by Pinnacle Engineering Group, dated April 25, 2019, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by §700 41(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property the Grantor, without the prior consent of the Grantee, shall not

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,
- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees, with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Ryan Meadows Subdivision
- 4 Conduct any filling, dumping or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns Notices to the parties shall be personally delivered or mailed by U S Mail registered mail, return receipt requested, as follows

To Grantor
Mills Hotel Wyoming, LLC
4011 80th Street
Kenosha, WI 53142

To Grantee
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of January 9, 2020

Mills Hotel Wyoming, LLC

By Mills Enterprises, LLC its Manager



Stephen C. Mills, Member



Martha L. Mills, Member

STATE OF WISCONSIN)
 Kenosha) ss
COUNTY OF ~~MILWAUKEE~~)

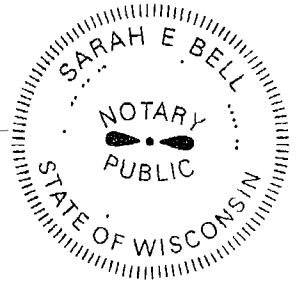
This instrument was acknowledged before me on the 9th day of January, 2020

Stephen C Mills Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC

Sarah E Bell
Notary Public

My commission expires May 10, 2022



STATE OF WISCONSIN)
) ss
COUNTY OF Kenosha)
)
~~MILWAUKEE~~

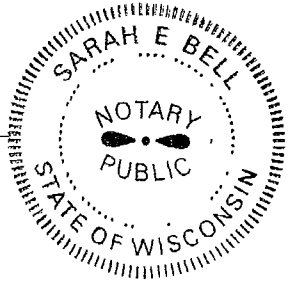
This instrument was acknowledged before me on the 9th day of January, 2020 by

Martha L Mills Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming LLC

Sarah E Bell
Notary Public

My commission expires May 10, 2022
Company Name



Acceptance

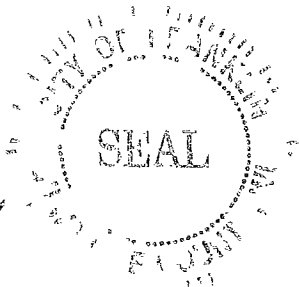
The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the 17th day of FEBRUARY, 2020

CITY OF FRANKLIN

By Stephen R Olson
Stephen R. Olson, Mayor

By Sandra L Wesolowski
Sandra L. Wesolowski City Clerk



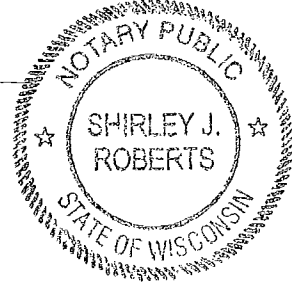
STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this 19th day of February, 2020, the above named Stephen R Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me

known to be such Mayor and City Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No 2019 7548, adopted by its Common Council on the 17th day of September, 2019

Shirley J. Roberts
Notary Public

My commission expires 3-27-2020



This instrument was drafted by the City of Franklin

Approved as to contents

RM
Regulo Martinez-Montilva
Associate Planner
Department of City Development

2/13/2020
Date

Approved as to form only

Jesse A. Wesolowski
Jesse A. Wesolowski
City Attorney

2/21/20
Date

MORTGAGE HOLDER CONSENT

The undersigned, (*[name of mortgagee]*), a [*Wisconsin*] banking corporation (“Mortgagee”), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20___, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer[s], and its corporate seal to be hereunto affixed, as of the day and year first above written

[Name of Mortgagee]
a [*Wisconsin*] Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

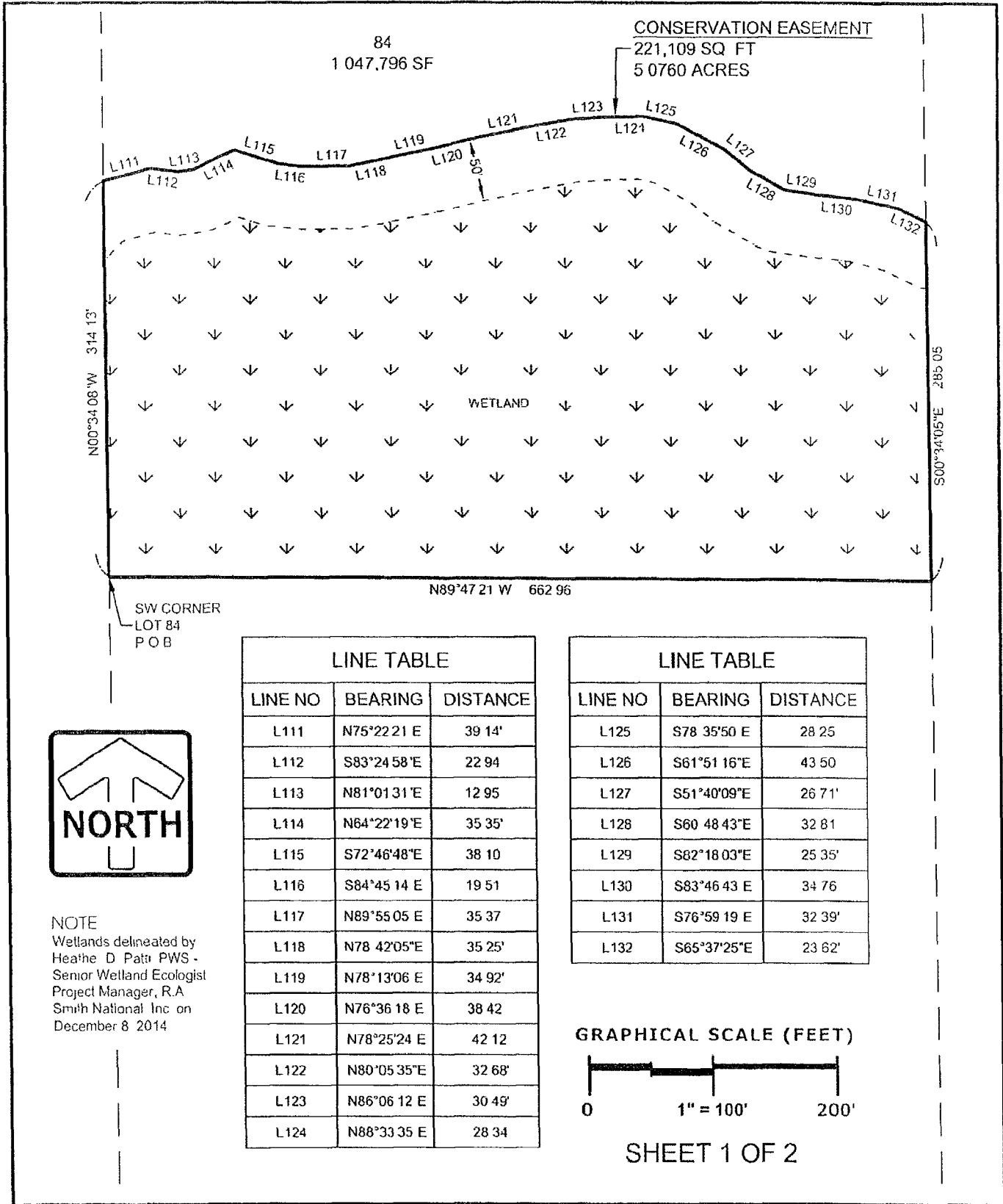
On this, the _____ day of _____, 20___, before me, the undersigned, personally appeared _____ [*Name*] _____, as _____ [*Title*] _____ of _____ [*name of mortgagee*] _____, a [*Wisconsin*] banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name _____

Notary Public, State of [*Wisconsin*]

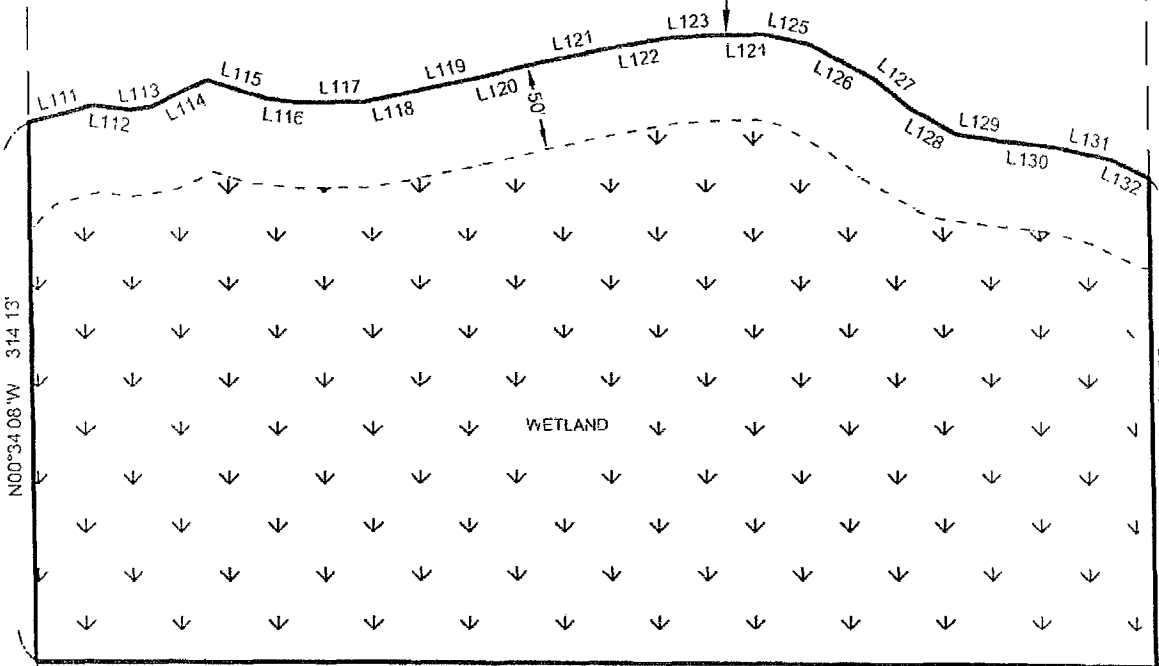
My commission expires _____

Exhibit A



84
1 047,796 SF

CONSERVATION EASEMENT
221,109 SQ FT
5 0760 ACRES



N00°34'08"W 314.13'

S00°34'05"E 285.05'

N89°47'21"W 662.96'

SW CORNER
LOT 84
POB

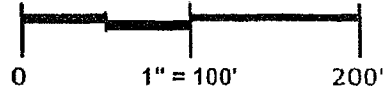


NOTE
Wetlands delineated by
Heathe D Patti PWS -
Senior Wetland Ecologist
Project Manager, R.A
Smith National Inc on
December 8 2014

LINE TABLE		
LINE NO	BEARING	DISTANCE
L111	N75°22'21"E	39.14'
L112	S83°24'58"E	22.94'
L113	N81°01'31"E	12.95'
L114	N64°22'19"E	35.35'
L115	S72°46'48"E	38.10'
L116	S84°45'14"E	19.51'
L117	N89°55'05"E	35.37'
L118	N78°42'05"E	35.25'
L119	N78°13'06"E	34.92'
L120	N76°36'18"E	38.42'
L121	N78°25'24"E	42.12'
L122	N80°05'35"E	32.68'
L123	N86°06'12"E	30.49'
L124	N88°33'35"E	28.34'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L125	S78°35'50"E	28.25'
L126	S61°51'16"E	43.50'
L127	S51°40'09"E	26.71'
L128	S60°48'43"E	32.81'
L129	S82°18'03"E	25.35'
L130	S83°46'43"E	34.76'
L131	S76°59'19"E	32.39'
L132	S65°37'25"E	23.62'

GRAPHICAL SCALE (FEET)



SHEET 1 OF 2

CONSERVATION EASEMENT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE ENGR.COM

09/26/19

PLAN | DESIGN | DELIVER

PEG JOB.# 809 20

LEGAL DESCRIPTION

Being a part of Lot 84 in Ryan Meadows located in the Northeast 1/4 of the Southwest 1/4 Section 30, Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin described as follows

Beginning at the southwest corner of said Lot 84 thence North 00°34'08" West along the west line of said Lot 84, 314 13 feet thence North 75°22'21" East 39 14 feet, thence South 83°24'58" East 22 94 feet thence North 81°01'31" East 12 95 feet thence North 64°22'19" East, 35 35 feet thence South 72°46'48" East 38 10 feet thence South 84°45'14" East 19 51 feet thence North 89°55'05" East 35 37 feet thence North 78°42'05" East 35 25 feet thence North 78°13'06" East, 34 92 feet, thence North 76°36'18" East 38 42 feet thence North 78°25'24" East 42 12 feet, thence North 80°05'35" East 32 68 feet thence North 86°06'12" East, 30 49 feet thence North 88°33'35" East, 28 34 feet thence South 78°35'50" East 28 25 feet, thence South 61°51'16" East 43 50 feet thence South 51°40'09" East, 26 71 feet thence South 60°48'43" East 32 81 feet thence South 82°18'03" East 25 35 feet thence South 83°46'43" East 34 76 feet thence South 76°59'19" East, 32 39 feet thence South 65°37'25" East 23 62 feet to the east line of said Lot 84, thence South 00°34'05" East 285 05 feet to the south line of said Lot 84 thence North 89°47'21" West 662 96 feet to the Point of Beginning

SHEET 2 OF 2

CONSERVATION EASEMENT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD WI 53186

WWW.PINNACLE ENGR.COM

09/26/19

PLAN | DESIGN | DELIVER

PEG JOB # 809 20

 **CITY OF FRANKLIN** 
REPORT TO THE PLAN COMMISSION

#2

Meeting of December 5, 2019

Rezoning, Certified Survey Map and Land Division Variance

RECOMMENDATION: City Development Staff recommends approval of the Rezoning, Certified Survey Map (CSM) and Land Division Variance, applications submitted by Bear Development, LLC., subject to the conditions in the draft resolutions and draft ordinance.

Project Name:	Bear Development Rezoning, Certified Survey Map, and Land Division Variance
Project Location:	10082 124th Street/Tax Key No 939 9994 000 and property generally located south of Loomis Court and east of South North Cape Road/Tax Key No. 939 9995 000
Property Owner:	Franklin Mills, LLC (Tax Key No 939 9995 000) and Daniel and Virginia Mathson (Tax Key No. 939 9994 000)
Applicant:	Daniel Szczap Bear Development, LLC
Current Zoning:	939 9994 000 /R-2 Estate Single-Family Residence District, R-8 Multiple-Family Residence District, and C-1 Conservancy District 939 9995 000 /R-2 Estate Single-Family Residence District
Proposed Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Business Park and Areas of Natural Resource Features
Applicant’s Action Requested:	Recommendation of approval of the Rezoning and Certified Survey Map, and approval of the Land Division Variance request

Introduction

On October 10, 2019, the applicant, Bear Development, LLC, filed applications for a Rezoning and Certified Survey Map (CSM) for properties bearing Tax Key Nos 939-9994-000 and 939-9995-000. City Development staff determined that a Land Division Variance is required for the proposed CSM, the applicant submitted such application on October 21, 2019.

All applications are related to the reconfiguration of two existing lots to allow Franklin Mills, LLC to purchase approximately 13 acres of land from the Mathson family.

The proposed Lot 1 is anticipated for Business Park/Industrial development; however, detailed plans have not yet been provided. The applicant does not have a specific development proposal for this land at this time. A general description of the proposed development, a site plan, a landscape plan, and architectural plans, as required by Section 15-9 0203 of the UDO, have not been provided. However, it can be noted that the City has not always required such information when specific development proposals were unknown at the time of the rezoning.

It should also be noted that any future development will require use and site plan approval by the City. Further, additional information related to the site plan, landscaping, lighting, signage, storm water, grading, etc. will be required at that time.

The applicant is requesting that the required Landscape Bufferyard Easement be 25' in depth rather than the typical 30'. It can be noted that the depth of the required landscape bufferyard easement is only specified in Section 15-5 0102 of the UDO, in regard to limited access highways. Staff recommends that the typical 30' bufferyard easement be provided.

The applicant is also requesting to defer, to the time of development, the requirement to place protected natural resource features within conservation easements. Staff recommends that the conservation easement be provided as part of, and recorded simultaneously with, the CSM as required by Section 15-7 0702P of the UDO.

Project Description and Analysis

Certified Survey Map

The proposed Certified Survey Map reconfigures the subject two lots. The southernmost lot abutting S. 124th Street is owned by Daniel & Virginia Mathson and Robert Mathson. The property is currently about 41.24 acres. The lot to the north is owned by Franklin Mills LLC and is approximately 20.01 acres.

The CSM creates two new lots with Lot 1 having an area of approximately 33.051 acres (to be owned by Franklin Mills LLC) and Lot 2 having an area of about 28.408 acres (to remain owned by Daniel & Virginia Mathson and Robert Mathson). Again, the land division request will allow Franklin Mills, LLC to purchase about 13 acres of land to combine to their existing parcel.

Land Division Variance

The Land Division Variance request is necessary in conjunction with the CSM as the proposed Lot 1 does not abut 60-feet of frontage along a public right-of-way as required by Section 15-5 0101B 1 of the Unified Development Ordinance (UDO). This property has access to S. North Cape Road through a 60-foot wide ingress/egress easement on the property to the west, which was designated on CSM No. 11704 and, in part, is for the specific benefit of this parcel. It should be noted that this outlot is also owned by Franklin Mills, LLC.

Rezoning

The Rezoning Application proposes to change the zoning of the proposed Lot 1 from R-2 Residence District to M-2 General Industrial District for potential future industrial development. The applicant is not proposing to rezone the proposed Lot 2, therefore, it will remain as currently zoned (R-8, R-2, and C-1 districts).

Section 15-3 0103 of the UDO states that split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed except for the AO, FW, FC, and SW Districts.

The applicant is requesting that Lot 2 remain as currently zoned as it already consists of split zoning. The applicant has further indicated that the Mathson family does not have plans at this time to develop the property. However, pursuant to Section 15-3.0103 of the UDO, staff recommends that the rezoning request be revised to eliminate the split lot zoning.

Comprehensive Master Plan:

The area to be rezoned is designated as Business Park and Areas of Natural Resource Features on the City's 2025 Future Land Use Map. The proposed rezoning to the M-2 District for the proposed Lot 1 is consistent with the City's Comprehensive Master Plan, therefore, an amendment is not required.

Recommendation

Staff recommends approval of the rezoning, Certified Survey Map, and Land Division Variance subject to the conditions in the draft resolutions and draft ordinance.

Staff suggestions include:

- That Monarch Drive (approved but not yet constructed as part of the adjacent Industrial Park) be extended through the proposed lot 1 (via reservation or dedication) to connect to S 124th Street. It can be noted that Monarch Drive (from Chicory Street to its dead end at the northeastern corner of Lot 1 of the proposed CSM) is over 1,200 feet in length, which exceeds the UDO maximum cul-de-sac length of 800 feet.
- That the applicant prepare general description of the proposed development, a preliminary site plan, a preliminary landscape plan, and preliminary architectural plans, as required by Section 15-9 0203 of the UDO.

Recommended Motions

Motions to recommend approval of the Rezoning and Certified Survey Map Applications and a motion to approve the Land Division Variance request.

With regards to the conditions of approval for the Certified Survey Map Resolution, the applicant is requesting the following:

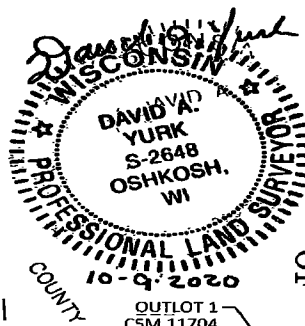
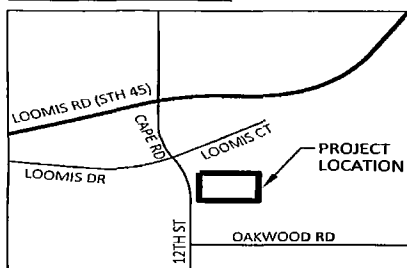
- Condition No. 6: The applicant is requesting to defer any rezoning classification of Lot 2 to the time of development.
- Conditions No. 7 and 8: The applicant is requesting to postpone the delineation of outlots and conservation easement to the time of development.
- Condition No. 9: The applicant is requesting to reduce the landscape buffer width from 30 feet to 25 feet. It is noted that the UDO Section 15-5 0302 does not regulate the width of buffers separating different zoning districts.

CERTIFIED SURVEY MAP NUMBER 9276

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE
21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

DOC # 11048382
RECORDED:
11/24/2020 10:13 AM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

LOCATION MAP



SW CORNER SECTION 30
TSN R21E
CONCRETE MON
BRASS CAP
FOUND
Y=318788.251
X=2517690.226

S 124TH ST (USH 45)
(WIDTH VARIES)

LEGEND

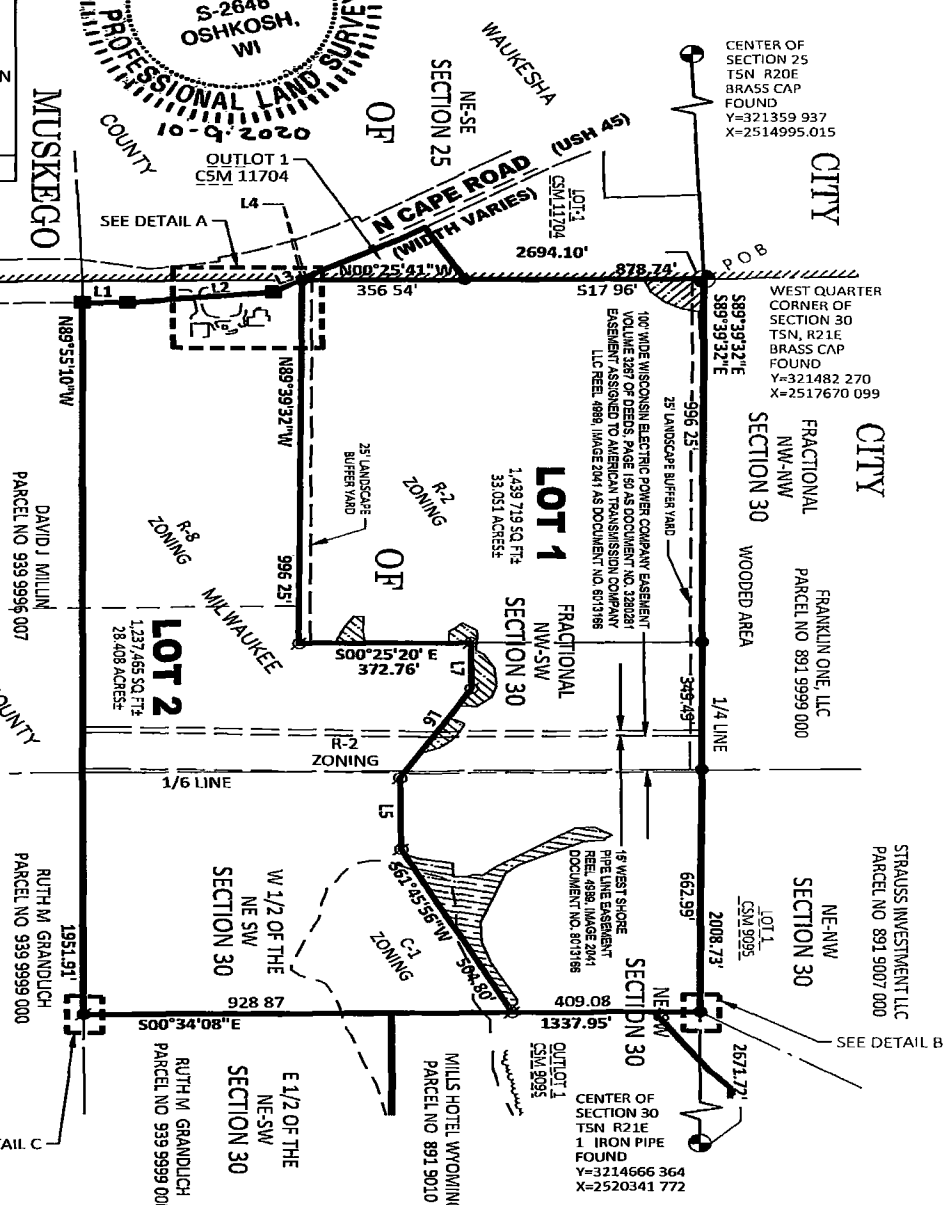
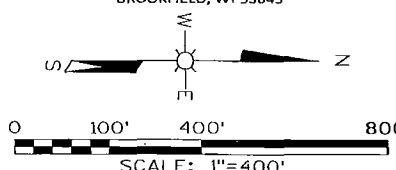
- MILWAUKEE COUNTY SECTION CORNER MONUMENT
- 3/4" x 24" STEEL REBAR SET WEIGHING 1 502 LBS/LIN FT
- 3/4" STEEL REBAR FOUND
- 1" IRON PIPE FOUND
- 1" DOT CAP PIPE FOUND
- FENCE
- P.O.B. POINT OF BEGINNING
- BUILDING
- RECORDED AS WETLANDS
- MUNICIPAL BOUNDARY
- CONSERVATION EASEMENT

LINE	BEARING	DISTANCE
L1	N00°25'41"W	98.27'
L2	N05°19'24"W	316.37'
L3	N31°14'00"W	64.44'
L4	N00°25'41"W	4.24'
L5	S89°34'40"W	197.11'
L6	N57°48'56"W	290.15'
L7	S89°34'40"W	125.34'

SUBDIVIDER BEAR DEVELOPMENT LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER FRANKLIN MILLS, LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER VIRGINIA K. MATHSON, AS
LIFE TENANT AND ROBERT
MATHSON, LESLIE MATHSON
AND SHARON M. POBEREZY,
AS TRUSTEE OF THE PROBEREZY
REVOCABLE TRUST
18925 ALTA VISTA DRIVE
BROOKFIELD, WI 53045



NORTH REFERENCE.
BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 27) (JAN 2016) WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 TSN R21E ASSUMED TO BEAR S89°39'32 E

DATE 10-8-19	DIRECTORY NO. ---
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30 TSN R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

OMNI ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON WI 54914
PHONE (920) 735-6900
FAX (920) 830-6100

Hanneman, and Alderman Barber voted Aye; Alderman Mayer and Alderman Nelson voted No. Motion carried.

SPECIAL EXCEPTION
TO CERTAIN NATURAL
RESOURCE
PROVISIONS
(MILLS HOTEL
WYOMING, LLC,
APPLICANT)

G.1. Alderman Nelson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Mills Hotel Wyoming, LLC, applicant, to allow for a Special Exception to Certain Natural Resource provisions of the City of Franklin Unified Development Ordinance, with the provisions set forth within that document upon which the Common Council hereby denies a Special Exception for such relief subject to minor and/or technical changes by the Department of City Development and the addition to the Decision document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p 11 “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination.” Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Mayer voted Aye, Alderman Dandrea voted No. Motion carried

MEMORANDUM (CSM)
LOT 84 RYAN
MEADOWS

G.2. Alderman Nelson moved to adopt and approve the Memorandum as presented to the Common Council at this meeting regarding a 2 lot Certified Survey Map, being all of Lot 84 in Ryan Meadows, subject to minor and/or technical changes by the Department of City Development and the addition to the Memorandum document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p 11 “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination” Upon consideration of all of the information provided and reviewed, and considering the proposed use of the property, and that nearly half of the Lot 2 of the proposed certified survey map to be used for the proposed use storage of vehicles, is required to be protected by a conservation easement for a natural resources feature wetland, immediately adjacent to the proposed use, and the review and consideration of the application of the Wisconsin Statutes, Municipal Code and Wisconsin caselaw set

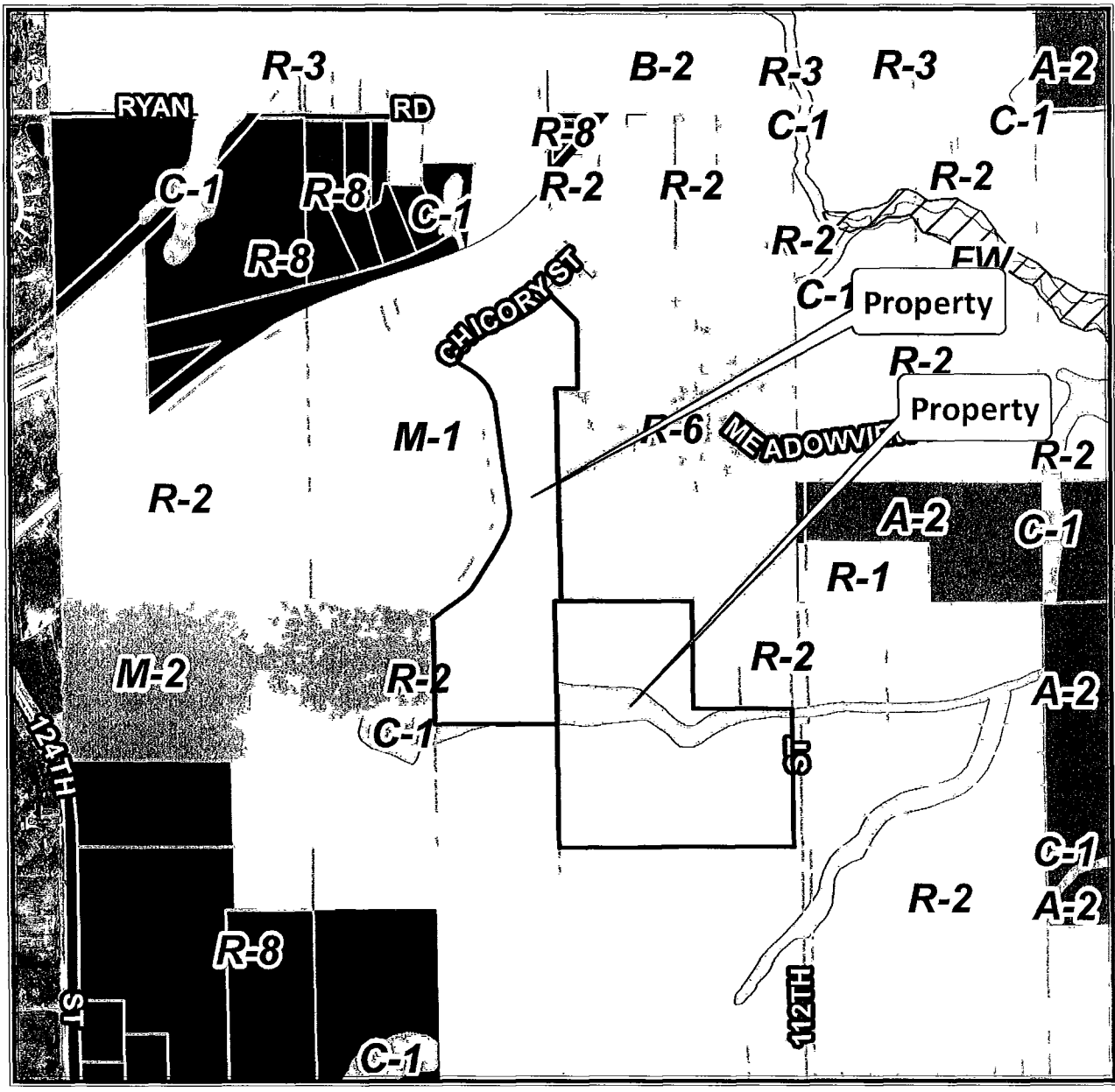
forth below, and as emphasized therein, the Common Council hereby denies the Certified Survey Map Application because the proposed use does not promote the health, safety and welfare of the City and the Community, is inconsistent with the character of the municipality, potentially would not protect or enhance the area and beyond natural resources features, and would not serve the encouragement of or be the most appropriate use of land in the proposed development area and throughout the municipality. The Common Council hereby denies the Certified Survey Map Application because the proposed use potential runoff off of potential oils and such drainage from damaged motor vehicles does not comply with §15-3.1106A. General Water Quality Standards of the Unified Development Ordinance. The Common Council hereby denies the Certified Survey Map Application because the proposed cul-de-sac does not comply with §15-5.0103A 1. Length, of the Unified Development Ordinance. The foregoing determinations are in addition to and in combination with the application of the provisions of law set forth below. [The 11 page Memorandum as adopted and approved is available for review in the City Clerk's Office] Seconded by Alderman Barber. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye, Alderman Dandrea voted No. Motion carried.

ADJOURNMENT

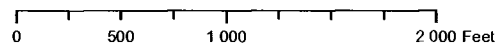
J

Alderman Barber moved to adjourn the meeting at 9:30 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

TKNs: 891 1084 000 & 938 9994 004



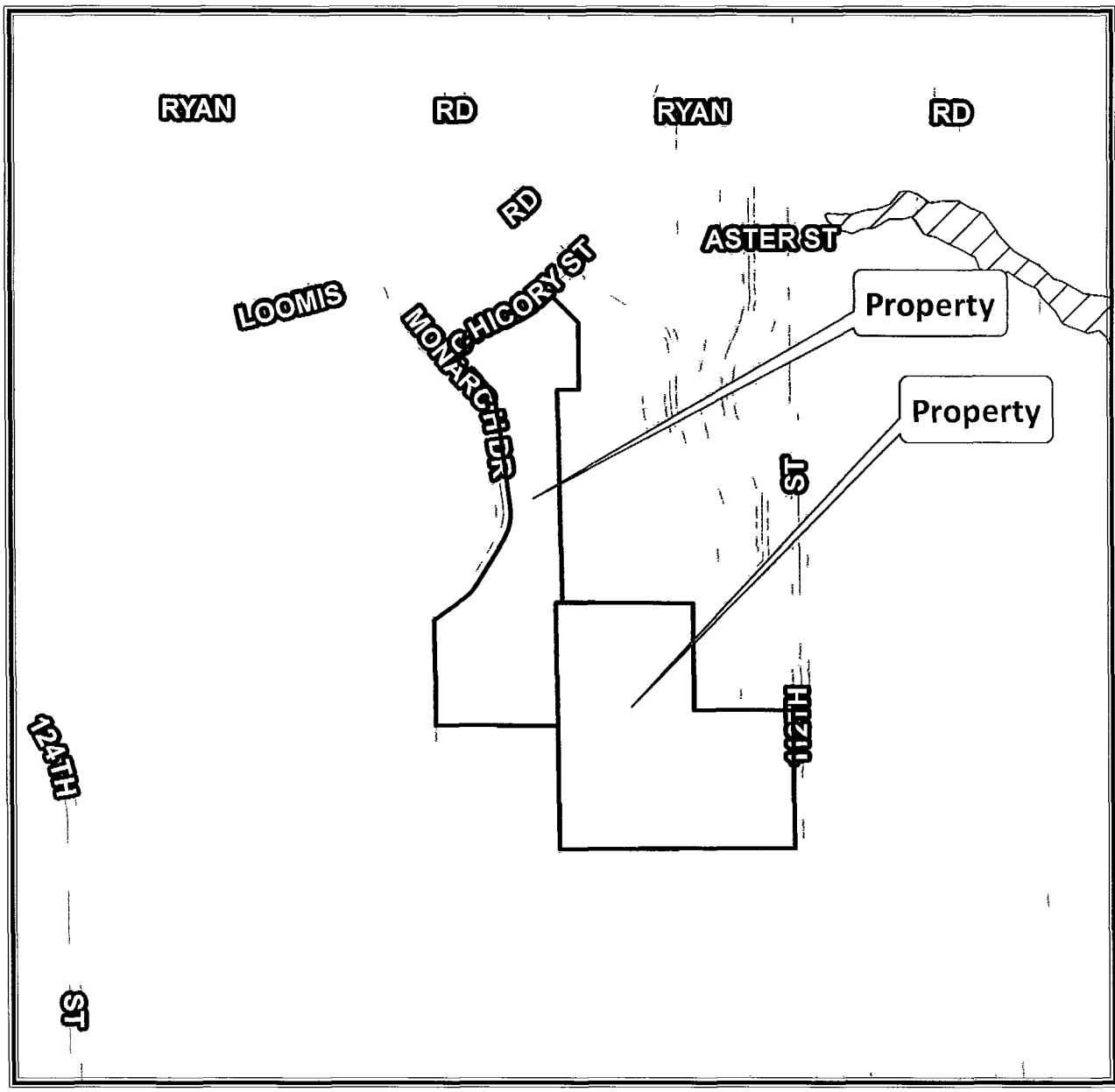
Planning Department
(414) 425-4024



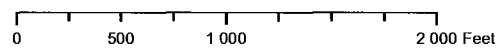
2021 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

TKNs: 891 1084 000 & 938 9994 004



Planning Department
 (414) 425-4024



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

January 25, 2022

Mr. Regulo Martinez-Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Franklin
JAN 25 2022
City Development

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the *revised* submittal materials as formal application for Certified Survey Map review and approval. Bear Development is acting on behalf of, and with authorization from the record owners, Loomis & Ryan, Inc and Gurjit Singh.

Project Summary

The property in question, consists of approximately 44.84 acres and is identified as Tax Key Numbers 89-1084-000 and 938-9994-004. A portion of the subject property is located within Loomis Business Park. Also includes is an adjacent parcel (Singh) which consists of 32 acres with frontage on 112th Street. The property is currently vacant and is zoned M-1 Limited Industrial and R-2 Residential.

We respectfully request City of Franklin approval of a Certified Survey Map to create three (3) individual lots as shown on the enclosed maps, with the intention of developing portions of the property for commercial purposes.

The proposed land division would create the following lots:

Lot 1: 9.39 Acres

The parcel is part of the Loomis Business Park and has public road frontage on Chicory Street and Monarch Drive. The property is zoned M-1 Limited Industrial.

Lot 2: 22.88 Acres

The proposed Lot 2 is a combination of lands within Loomis Business Park and a portion of the Singh property. The property has public road frontage on Monarch Drive. The proposed parcel is subject to a Comprehensive Plan Amendment and Rezoning Petition which accompanies this Certified Survey Map. The lot is being created for the purposes of an end user who wishes to locate in Loomis Business Park. Lot 2 will also include a trail easement for extension of the future Ryan Creek Trail. The final alignment has not been determined to date.

Lot 3: 23.57 Acres

The proposed Lot 3 will be retained by the Singh Family and remain zoned R-2 Residential.

As directed by the City of Franklin Plan Commission on January 20, 2022, the Certified Survey Map has been revised to include additional right-of-way dedication to accommodate a permanent cul-de-sac as the termination of Monarch Drive. Application materials for a Land Division Variance accompanies this submittal.

We feel the requested land division will create separate parcels with future land use that is consistent with the City Comprehensive Plan and with properties in the general area.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

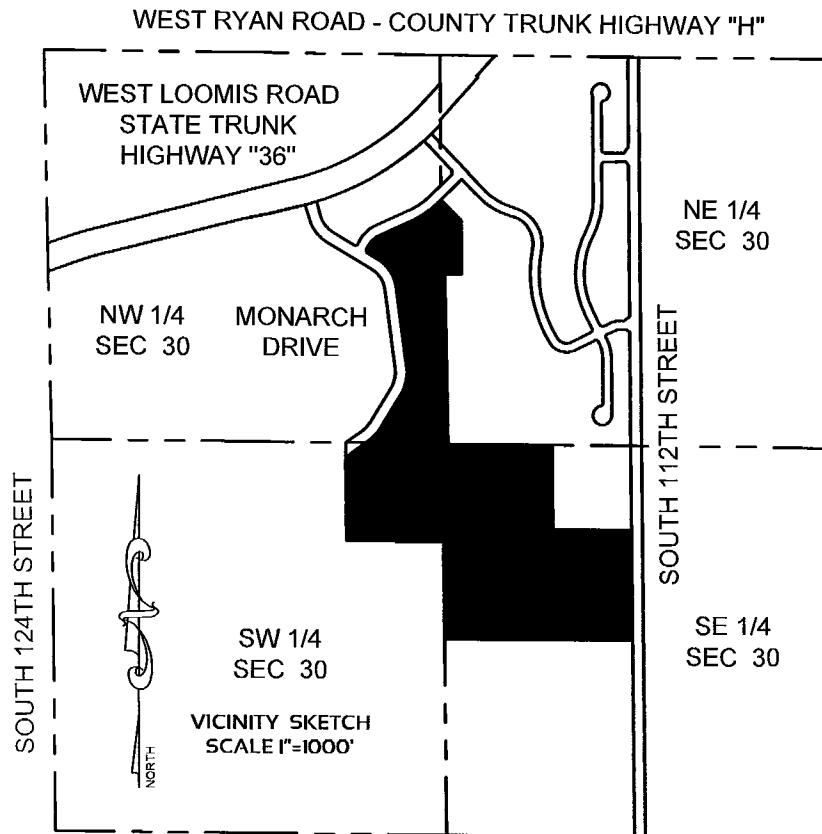
Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap", with a long horizontal flourish extending to the right.

Daniel Szczap
Bear Development, LLC

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

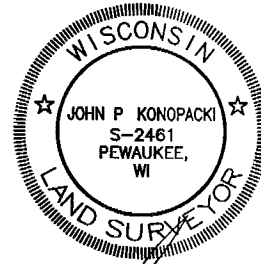


WEST OAKWOOD ROAD
TOWNSHIP 5 NORTH, RANGE 21 EAST

Owner/Subdivider
LOOMIS & RYAN INC
4015 80th Street
Kenosha WI 53142

Owner
Gurjit Singh & Gurmit Kaur
15308 67th Street
Kenosha WI 53142

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888



FEBRUARY 8, 2022

CERTIFIED SURVEY MAP NO.

SEE SHEET 14 FOR
BOUNDARY
CURVE TABLE
AND NOTES



CHICORY STREET
(PUBLIC R O W)

NW CORNER NE 1/4 SEC 30 T5N R21E
N=324 097 27 E=2 520 162 66
(FOUND CONC MON W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM SOUTH ZONE)

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County, Wisconsin

LOT 1
409,070
SQ FT
9 3910
ACRES

MONARCH DRIVE
(PUBLIC R O W)

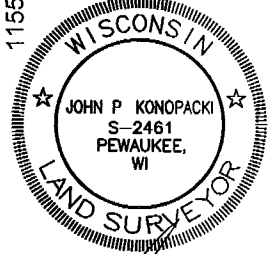
OUTLOT 3
RYAN MEADOWS
OWNER LOOMIS
AND RYAN INC
ZONED R6

LEGEND

- Denotes Found 1 Iron Pipe
- Denotes Found 1 1/4 Iron Rod
- ⊙ Denotes Found 3/4 Iron Rod
- ⊙ Denotes Found Mag Nail
- Denotes Set 3/4 X 18 Iron Rebar 150 LBS./FT
- ↘ Denotes Wetland
- (R) Denotes Recorded As

NW CORNER SW 1/4
SW CORNER NW 1/4
SEC 30 T5N R21E
(FOUND CONC MON
W/ BRASS CAP)
N=321 462 69
E=2 517 517 76

LOT 83
RYAN MEADOWS
OWNER STRAUSS
INVESTMENTS LLC
ZONED M1



FEBRUARY 8, 2022

((R) N89°20'00"W (CSM 975))
S89°42'41 E 2645 59
SOUTH LINE OF THE NE 1/4
SEC 30 T5N R21E
S89°42'41"E 708 82'

N53°44'29"E
201 16'

N89°39'32"W 2671 72
SOUTH LINE OF THE NW 1/4
SEC 30 T5N R21E
2008 73

NORTH LINE OF THE SW 1/4
SEC 30 T5N R21E
S00°34'08"E
98 50

LOT 1
C S M NO 9276
OWNER COPART OF
CONNECTICUT INC
ZONED M2

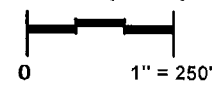
LOT 2
999,038 SQ FT
22 9348 ACRES

LOT 2
C S M NO 9276
OWNER MATHSON
ZONED C1

UNPLATTED LANDS
OWNER GRANDLICH
ZONED R2

ZONED M1 WETLAND

GRAPHICAL SCALE (FEET)

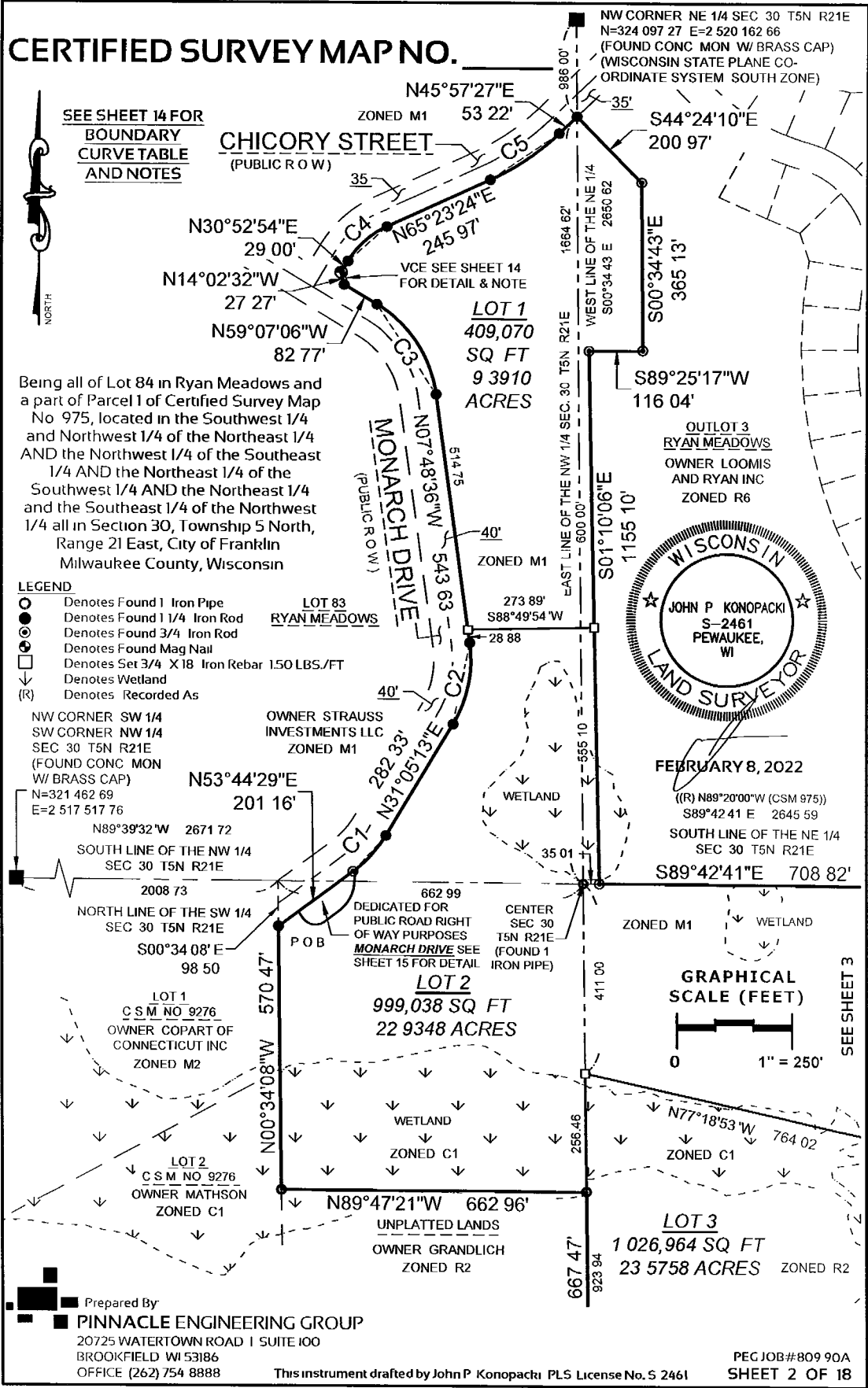


SEE SHEET 3

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

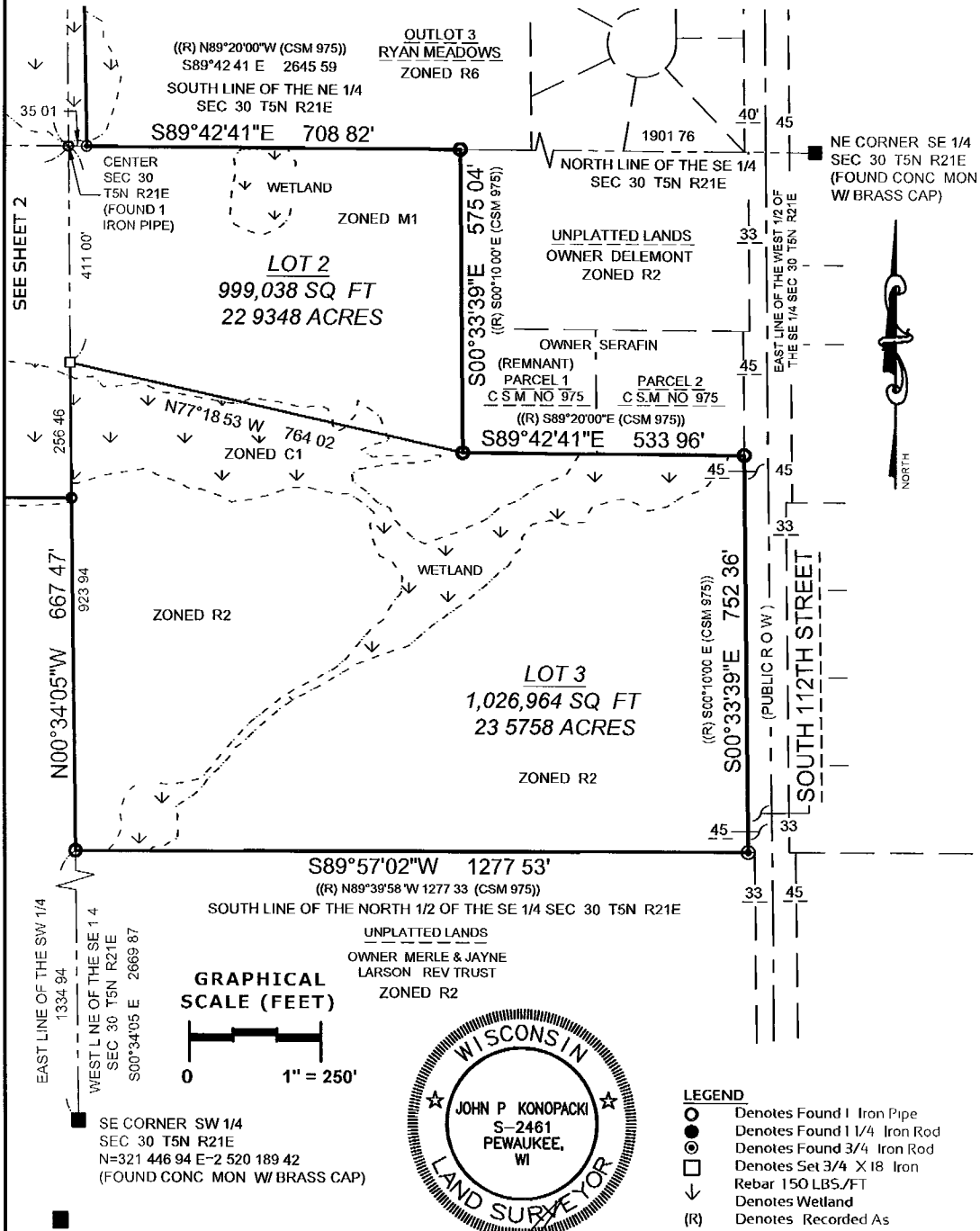
This instrument drafted by John P. Konopacki PLS License No. S 2461

PEC JOB# 809 90A
SHEET 2 OF 18



CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin



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PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

FEBRUARY 8, 2022



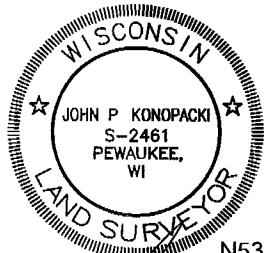
This instrument drafted by John P. Konopacki PLS License No S 2461

PEGJOB#809 90A
SHEET 3 OF 18

CERTIFIED SURVEY MAP NO.



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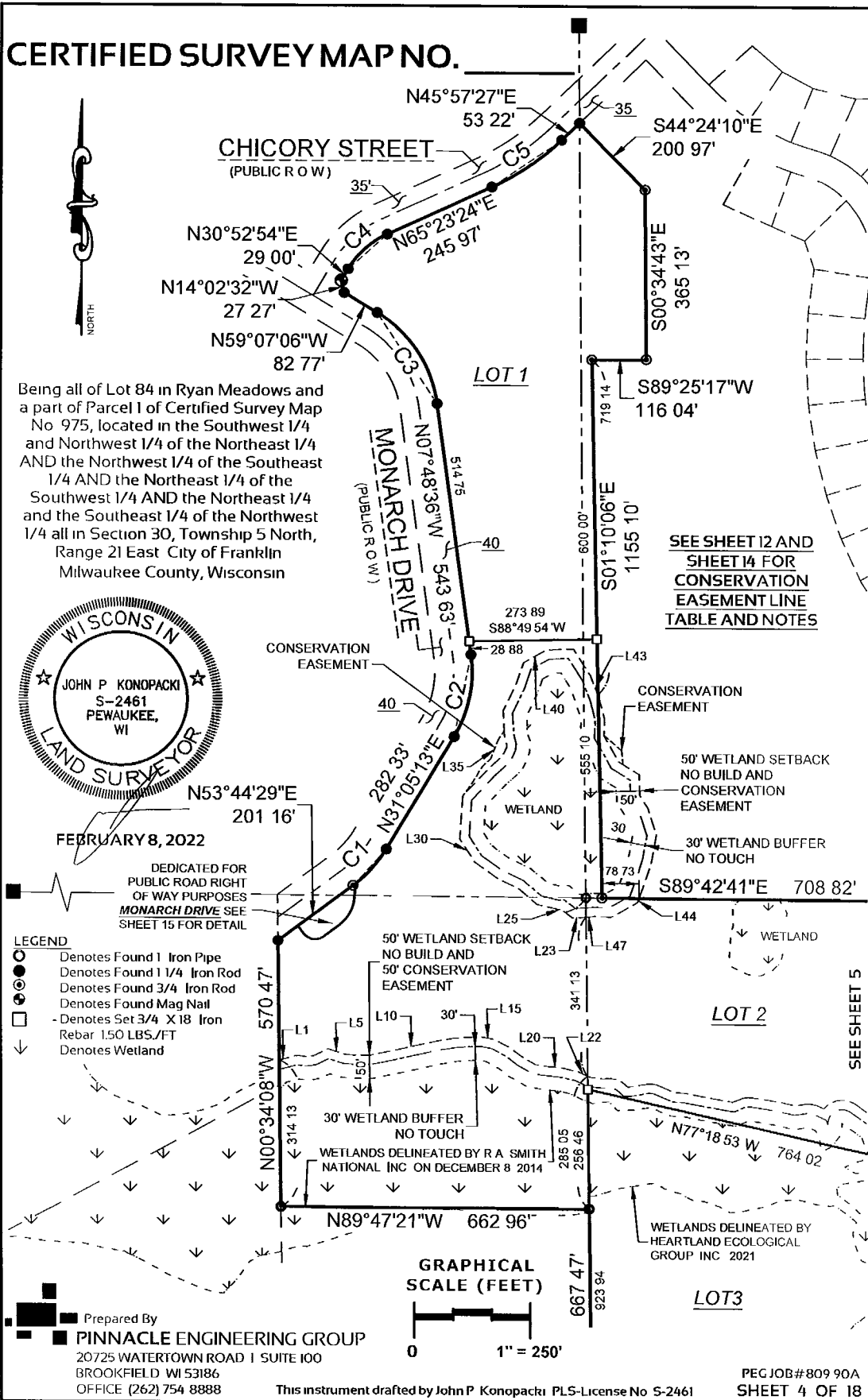


FEBRUARY 8, 2022

DEDICATED FOR PUBLIC ROAD RIGHT OF WAY PURPOSES
MONARCH DRIVE SEE SHEET 15 FOR DETAIL

LEGEND

- Denotes Found 1 Iron Pipe
- Denotes Found 1 1/4 Iron Rod
- ⊙ Denotes Found 3/4 Iron Rod
- ⊛ Denotes Found Mag Nail
- Denotes Set 3/4 X 18 Iron Rebar 1.50 LBS./FT
- ∇ Denotes Wetland



SEE SHEET 12 AND SHEET 14 FOR CONSERVATION EASEMENT LINE TABLE AND NOTES

SEE SHEET 5

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PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

GRAPHICAL SCALE (FEET)

0 1" = 250'

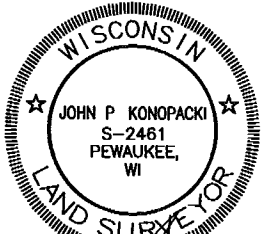
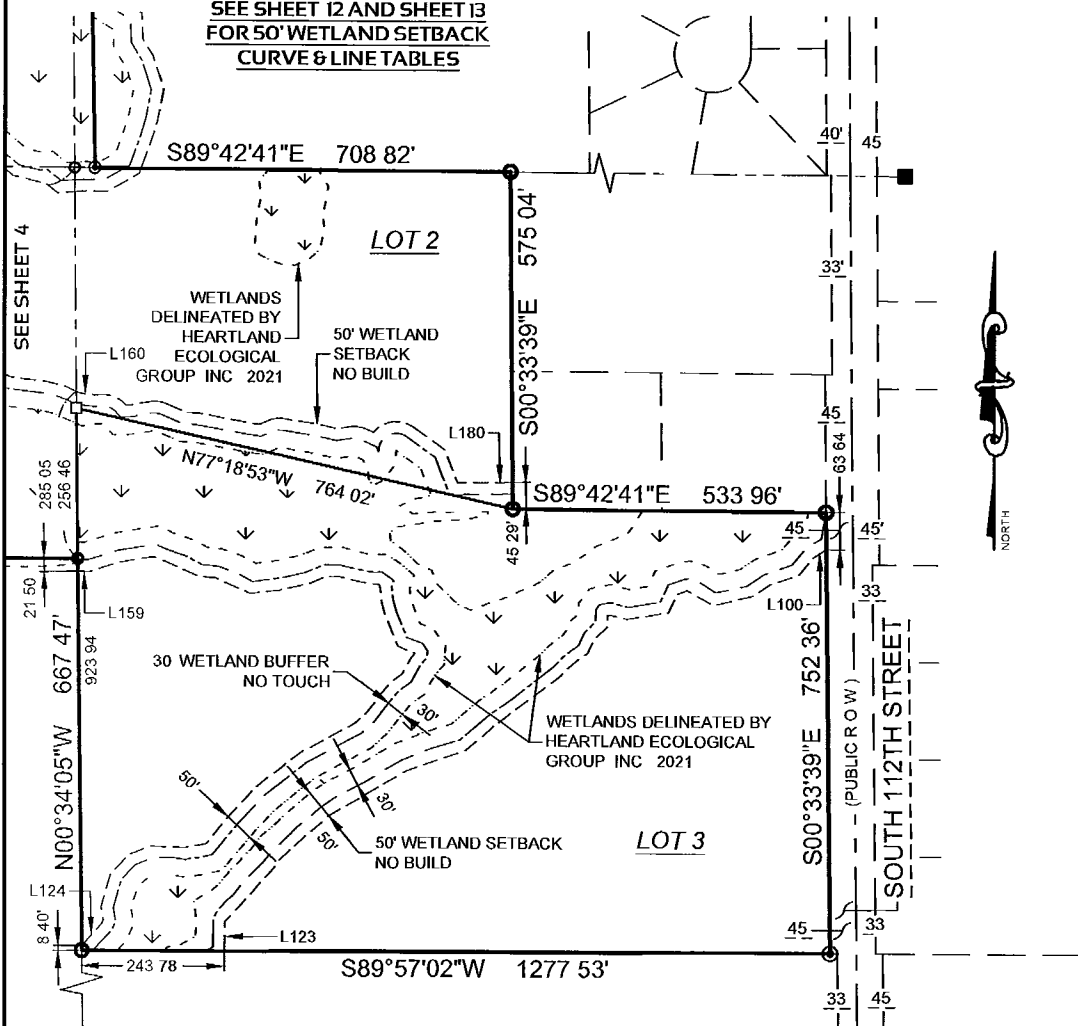
This instrument drafted by John P. Konopacki PLS-License No S-2461

PEG JOB#809 90A
SHEET 4 OF 18

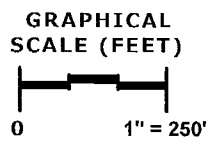
CERTIFIED SURVEY MAP NO. _____

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**SEE SHEET 12 AND SHEET 13
FOR 50' WETLAND SETBACK
CURVE & LINETABLES**



FEBRUARY 8, 2022



- LEGEND**
- Denotes Found 1" Iron Pipe
 - Denotes Found 1 1/4" Iron Rod
 - ⊙ Denotes Found 3/4" Iron Rod
 - ⊗ Denotes Found Mag Nail
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT
 - ↓ Denotes Wetland

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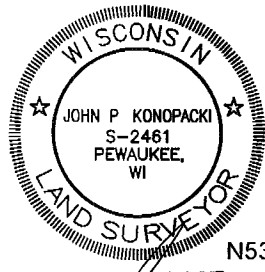
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PEG JOB# 809 90A
SHEET 5 OF 18

CERTIFIED SURVEY MAP NO.



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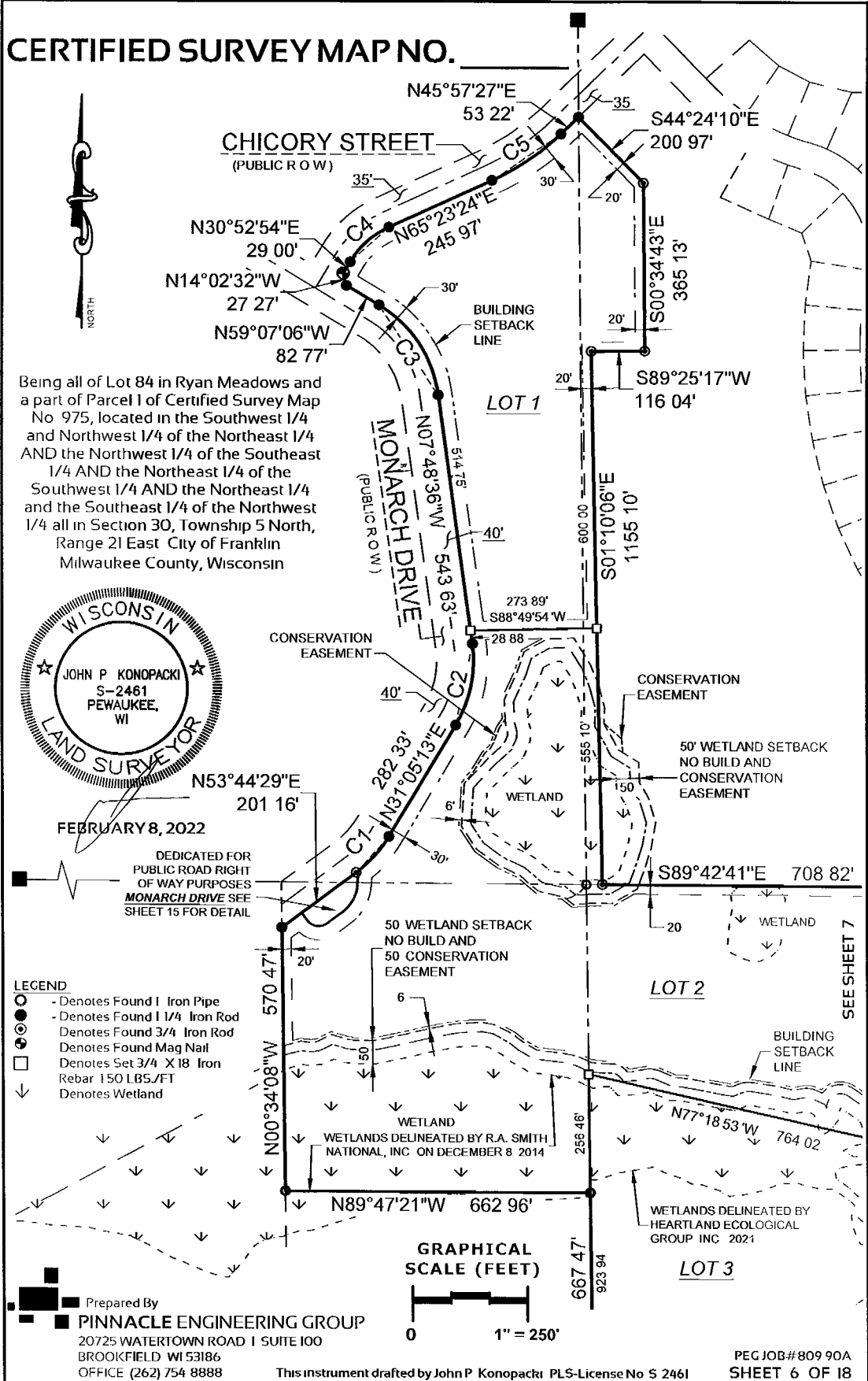


FEBRUARY 8, 2022

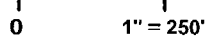
DEDICATED FOR PUBLIC ROAD RIGHT OF WAY PURPOSES
MONARCH DRIVE SEE SHEET 15 FOR DETAIL

LEGEND

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- ↘ - Denotes Wetland



GRAPHICAL SCALE (FEET)



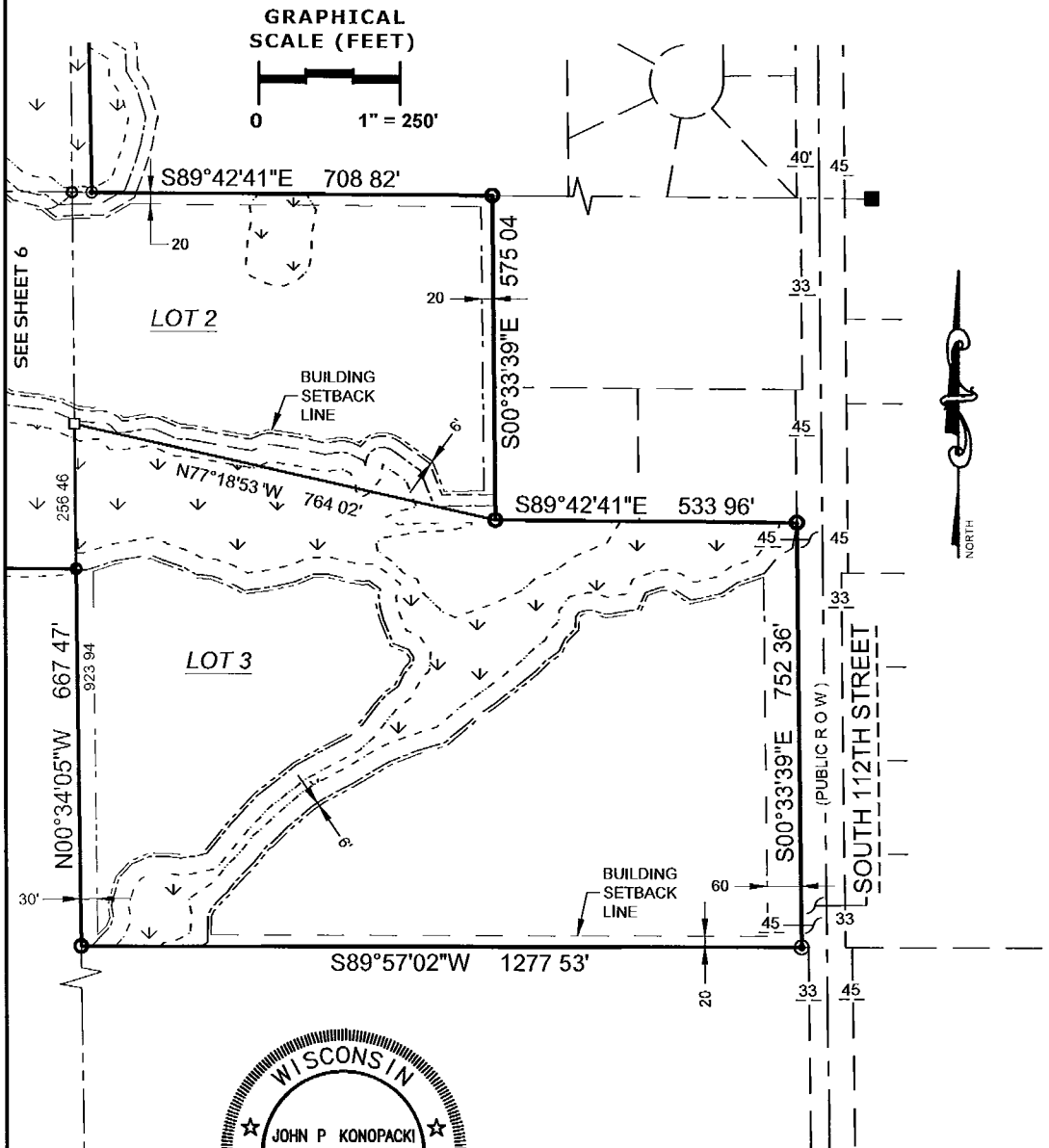
Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS-License No S 2461

PEG JOB# 809 90A
SHEET 6 OF 18

CERTIFIED SURVEY MAP NO. _____

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FEBRUARY 8, 2022

- LEGEND**
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 - ↓ Denotes Wetland

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PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE (262) 754 8888

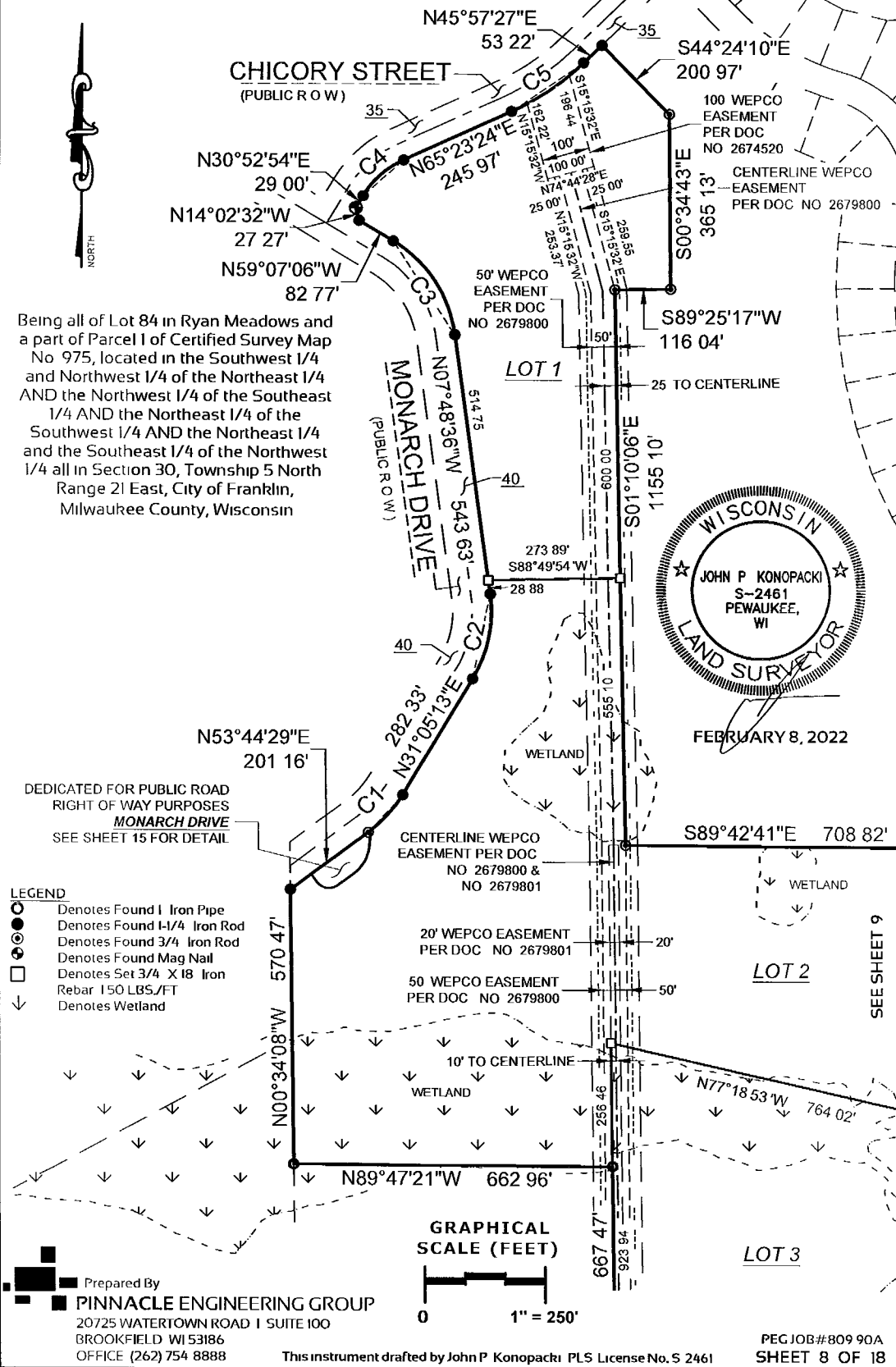
This instrument drafted by John P. Konopacki PLS License No. S-2461

PEG JOB# 809 90A
 SHEET 7 OF 18

CERTIFIED SURVEY MAP NO.

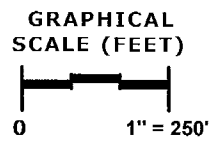


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- LEGEND**
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 - ↘ Denotes Wetland

Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD 1 SUITE 100
 BROOKFIELD WI 53186
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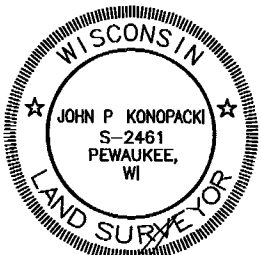
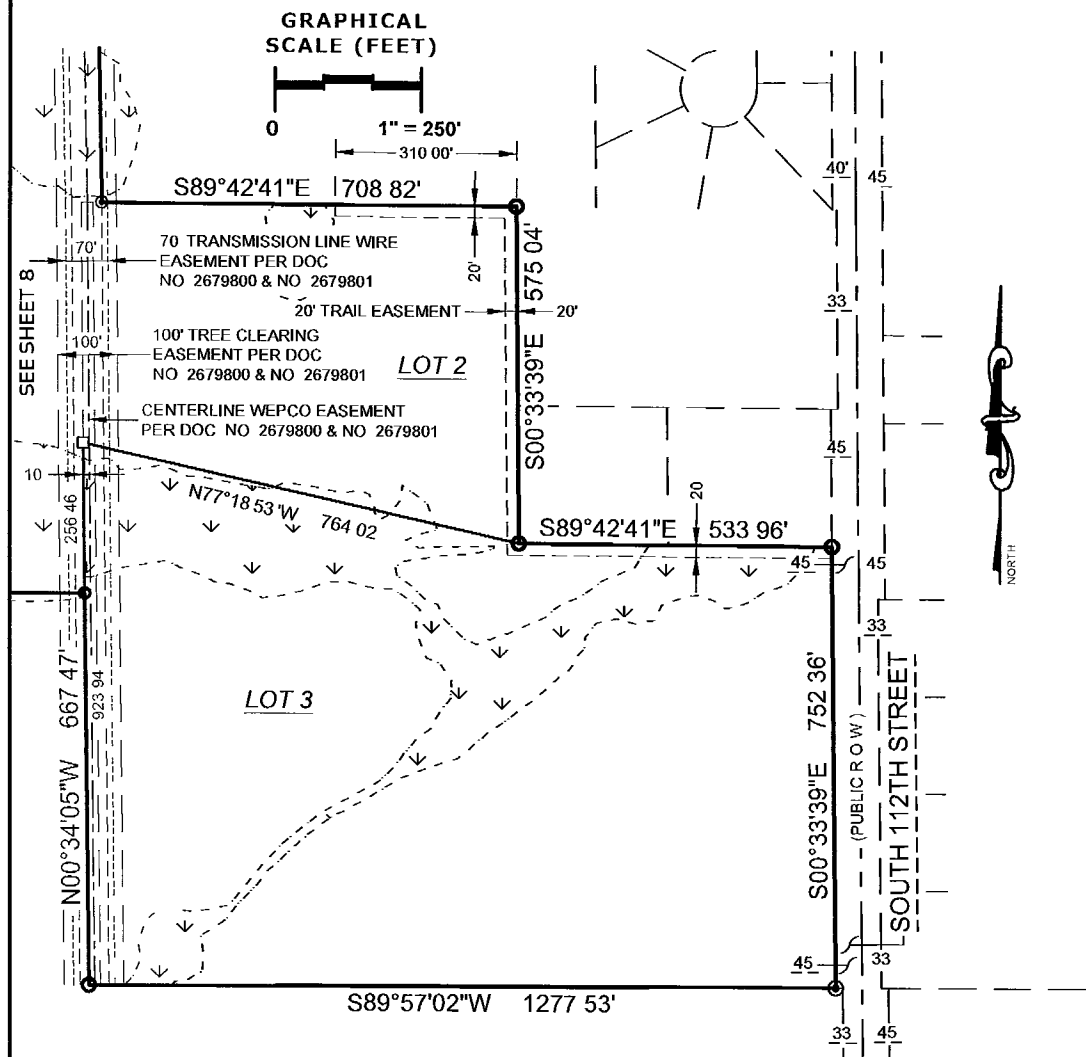


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PEG JOB#809 90A
 SHEET 8 OF 18

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FEBRUARY 8, 2022

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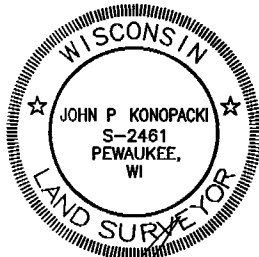
This instrument drafted by John P. Konopacki PLS-License No. S-2461

PEG JOB# 809 90A
SHEET 9 OF 18

CERTIFIED SURVEY MAP NO.

CHICORY STREET
(PUBLIC ROW)

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin Milwaukee County, Wisconsin



FEBRUARY 8, 2022

DEDICATED FOR PUBLIC ROAD RIGHT OF WAY PURPOSES
MONARCH DRIVE SEE SHEET 15 FOR DETAIL

- LEGEND**
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 - Denotes Found 1 1/4" Iron Rod
 - ⊙ Denotes Found 3/4" Iron Rod
 - ⊗ Denotes Found Mag Nail
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT
 - ∨ Denotes Wetland

MONARCH DRIVE
(PUBLIC ROW)

LOT 1
409,070
SQ FT
9.3910
ACRES

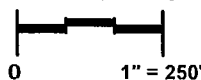
LOT 2
999,038 SQ FT
22.9348 ACRES

LOT 3
1,026,964 SQ FT
23.5758 ACRES

EXISTING TOPOGRAPHY
Vertical Datum National Geodetic Vertical Datum of 1929 (NGVD29) Contours are shown at a 2' interval based on actual ground survey of the current ground terrain
Reference Benchmark. Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 30 Town 5 North Range 21 East Elevation - 803.18



GRAPHICAL SCALE (FEET)



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
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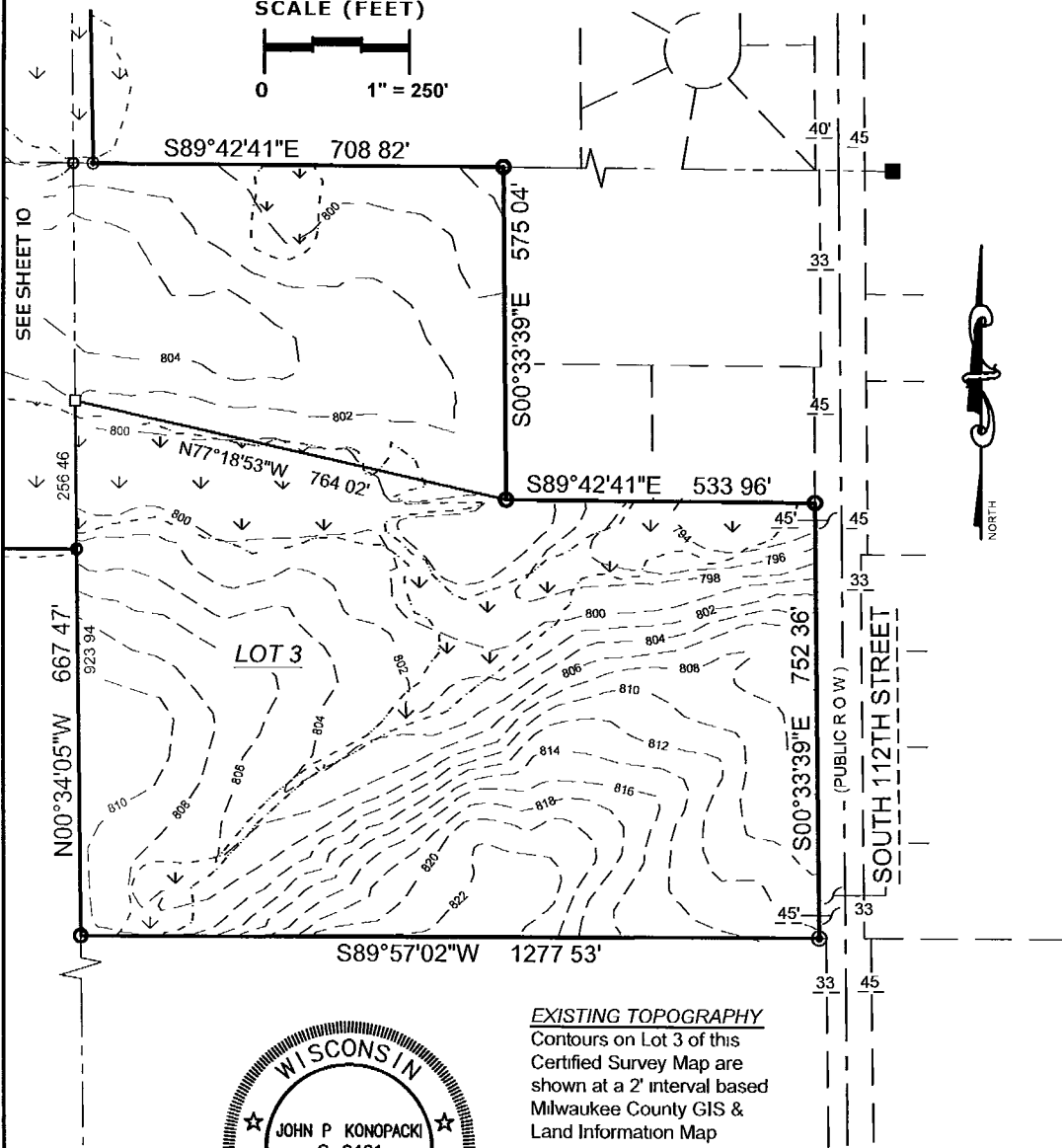
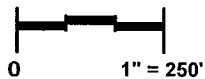
PEG JOB #809 90A
SHEET 10 OF 18

SEE SHEET 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

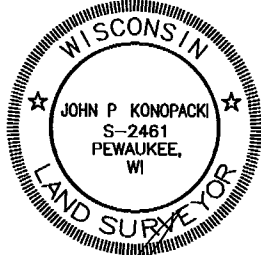
GRAPHICAL SCALE (FEET)



EXISTING TOPOGRAPHY

Contours on Lot 3 of this Certified Survey Map are shown at a 2' interval based Milwaukee County GIS & Land Information Map

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 1 1/4" Iron Rod
 - ⊙ Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT
 - ↓ Denotes Wetland



FEBRUARY 8, 2022

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS License No. S 2461

PEGJOB#809 90A
SHEET 11 OF 18

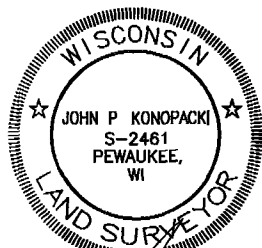
CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel I of Certified Survey Map No. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

50' CONSERVATION EASEMENT

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N75°22'21" E	39.14
L2	S83°24'58" E	22.94
L3	N81°01'31" E	12.95
L4	N64°22'19" E	35.35
L5	S72°46'48" E	38.10
L6	S84°45'14" E	19.51
L7	N89°55'05" E	35.37
L8	N78°42'05" E	35.25
L9	N78°13'06" E	34.92
L10	N76°36'18" E	38.42
L11	N78°25'24" E	42.12
L12	N80°05'35" E	32.68
L13	N86°06'12" E	30.49
L14	N88°33'35" E	28.34
L15	S78°35'50" E	28.25
L16	S61°51'16" E	43.50
L17	S51°40'09" E	26.71
L18	S60°48'43" E	32.81
L19	S82°18'03" E	25.35
L20	S83°46'43" E	34.76
L21	S76°59'19" E	32.39
L22	S65°37'25" E	23.62

LINE TABLE		
LINE NO	BEARING	DISTANCE
L23	S85°51'26" W	29.14
L24	N52°02'25" W	30.19
L25	S85°12'42" W	5.62
L26	N76°55'48" W	47.86
L27	N49°54'31" W	53.03
L28	N64°32'14" W	50.77
L29	N54°16'58" W	57.16
L30	N32°49'08" W	60.42
L31	N03°52'01" E	91.68
L32	N35°53'42" E	38.67
L33	N31°25'06" E	39.65
L34	N47°16'20" E	22.14
L35	N21°59'20" E	43.89
L36	N33°40'08" W	23.04
L37	N02°49'59" W	42.67
L38	N25°21'49" E	65.72
L39	N19°04'30" E	47.01
L40	N60°46'28" E	57.64
L41	N88°06'54" E	57.62
L42	S32°06'26" E	66.20
L43	S21°57'55" E	45.18
L44	S20°02'47" W	9.71
L45	S60°15'57" W	63.07
L46	N88°29'43" W	37.52
L47	S85°51'26" W	17.77



FEBRUARY 8, 2022

50' WETLAND SETBACK CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C162	42.67	50.00'	S67°23'09" E	41.38
C165	29.41	50.00'	S83°54'24" E	28.99
C171	26.78	50.00'	N83°18'32" E	26.46
C175	29.86	50.00'	S81°56'24" E	29.41
C177	75.88	50.00'	N82°05'53" E	68.80



Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD WI 53186
 OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS-License No. S-2461

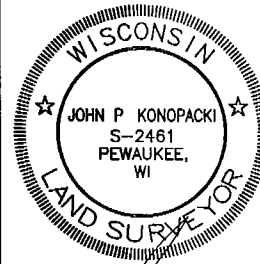
PEG JOB# 809 90A
SHEET 12 OF 18

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel I of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

50' WETLAND SETBACK LINE TABLE		
LINE NO	BEARING	DISTANCE
L100	S57°40'03"W	25 90'
L101	S39°43'16"W	38 13
L102	S70°39'45"W	52 68'
L103	S56°23'49"W	36 22'
L104	S76°56'24"W	68 04
L105	N60°58'17"W	51 44
L106	S69°52'34"W	18.43'
L107	S24°46'20"W	34 92'
L108	S80°58'28"W	70 70'
L109	N77°57'40"W	34 13
L110	S02°21'24"W	21 91
L111	S46°50'06"W	29 57
L112	S25°47'47"W	26 79'
L113	S54°03'13"W	32 95'
L114	S45°02'16"W	28.37
L115	S53°01'35"W	134 22'
L116	S49°36'03"W	70 58'
L117	S71°02'07"W	104 78
L118	S59°48'38"W	157 10'
L119	S48°37'07"W	105 22'
L120	S37°30'10"W	28 63'
L121	S42°03'00"W	76 31
L122	S42°09'10"W	44 31
L123	S00°33'49"W	49 53
L124	N43°15'19"E	50 13
L125	N22°40'41"E	8 06'
L126	N09°13'26"W	22 15
L127	N15°42'06"E	58 39'
L128	N42°56'52"E	44 68
L129	N67°43'24"E	40 44
L130	S88°05'13"E	59 21
L131	N79°56'16"E	36 20'
L132	N39°15'12"E	59 37'
L133	N42°56'04"E	72 45
L134	N51°55'12"E	91 95
L135	N61°49'37"E	106 96'
L136	N46°42'59"E	27 87

50' WETLAND SETBACK LINE TABLE		
LINE NO	BEARING	DISTANCE
L137	N37°30'29"E	37 06'
L138	N41°29'16"E	31 44
L139	N54°04'47"E	21 42'
L140	N28°58'54"E	30 90'
L141	N40°51'40"E	11 15'
L142	N67°26'44"W	31 85
L143	N22°29'02"W	54 67
L144	N16°26'59"W	22 78
L145	N06°55'59"W	30 80'
L146	N41°33'50"W	4 17'
L147	S87°45'05"W	8 08
L148	N80°49'10"W	25 48'
L149	N76°19'12"W	34 93'
L150	S89°02'00"W	22 87
L151	S67°44'03"W	31 66
L152	S77°18'36"W	48 75
L153	S82°55'01"W	52 66
L154	N65°37'45"W	63 75
L155	N84°04'12"W	30 77'
L156	N66°17'18"W	81 18
L157	S80°49'02"W	57 64
L158	S72°15'51"W	56 36
L159	N88°55'13"W	19 60'
L160	S80°12'36"E	31 98'
L161	N88°10'07"E	13 12'
L163	S42°56'25"E	2 35'
L164	N81°39'15"E	40 08'
L166	S67°03'25"E	38 15
L167	S88°23'53"E	17 61
L168	S79°35'26"E	91 35
L169	S81°56'01"E	16 27'
L170	N67°57'46"E	17 22'
L172	S81°20'43"E	54 52'
L173	S77°17'05"E	37 45'
L174	N80°57'12"E	21 98'
L176	S64°50'01"E	13 00'
L178	S54°25'38"E	66 59'
L179	S21°16'40"E	59 71
L180	N89°23'44"E	94 36



FEBRUARY 8, 2022

Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD I SUITE 100
 BROOKFIELD WI 53186
 OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS-License No. S-2461

PEG JOB#809 90A
 SHEET 13 OF 18

CERTIFIED SURVEY MAP NO. _____

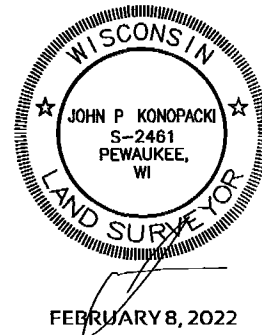
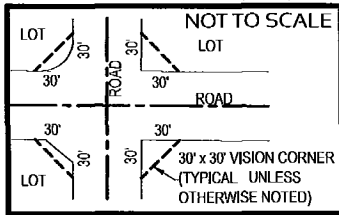
Being all of Lot 84 in Ryan Meadows and a part of Parcel I of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

BOUNDARY CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106 76'	270 00'	022°39'16"	N42°24'51 E	106 06	N53°44'29 E	N31°05'13 E
C2	183 30'	270 00'	038°53'49"	N11°38'18 E	179 80'	N31°05'13 E	N07°48'36"W
C3	241 78'	270 00'	051°18'30"	N33°27'51 W	233 79'	N07°48'36 W	N59°07'06"W
C4	114.43	190 00'	034°30'30"	N48°08'09 E	112 71	N30°52'54 E	N65°23'24 E
C5	181 45	535 00'	019°25'57"	N55°40'26 E	180 58	N65°23'24 E	N45°57'27 E

NOTES

- 1 Flood Zone Classification The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No 55079C0206E AND 55079C0205E dated SEPTEMBER 26 2008 Zone "X" areas are determined to be outside the 0.2% annual chance floodplain
- 2 Bearings referenced to the Wisconsin State Plane Coordinate System South Zone (N.A.D. 1927) The north line of the Northeast 1/4 of Section 30 Township 5 North Range 21 East bears S89°44'26" E
- 3 VISION CORNER EASEMENTS No Obstructions Permitted No visual obstructions such as structures parking or vegetation shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the Vision Corner Easement.
- 4 Lot 1 Lot 2 and Lot 3 are served by Public Sewer and Water
- 5 Storm Water Facility Maintenance Agreement for the pond on Lot 2 has previously been recorded
- 6 CONSERVATION EASEMENT RESTRICTIONS
 - No construction or placement of buildings or any structure
 - No construction or any improvements unless notwithstanding covenant 1 above the improvement is specifically and previously approved by the Common Council of the City of Franklin upon the advice of such other persons entities and agencies as it may elect such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including but not limited to animal and bird feeding stations park benches the removal of animal blockage of natural drainage or other occurring blockage of natural drainage and the like
 - No excavation dredging grading mining drilling or change the topography of the land or its natural condition in any manner including any cutting or removal of vegetation except for the removal of dead or diseased trees with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Strauss Brands Facility development.
 - No filling dumping or depositing of any material whatsoever including but not limited to soil yard waste or other landscape materials ashes garbage or debris
 - No planting of any vegetation not native to the protected property or not typical wetland vegetation
 - No operating snowmobiles dune buggies motorcycles all-terrain vehicles or any other types of Motorized vehicles
- 7 Recording of conservation easements for protected natural resources present on the lots in this Certified Survey Map are required prior to the issuance of building or land disturbance permits.

CITY OF FRANKLIN VISION CORNER EASEMENT DETAIL (VCE)



CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin by Resolution No _____
Signed this _____ day of _____ 2022

Date _____ Stephen R Olson Mayor

Date _____ Sandra L Wesolowski City Clerk

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

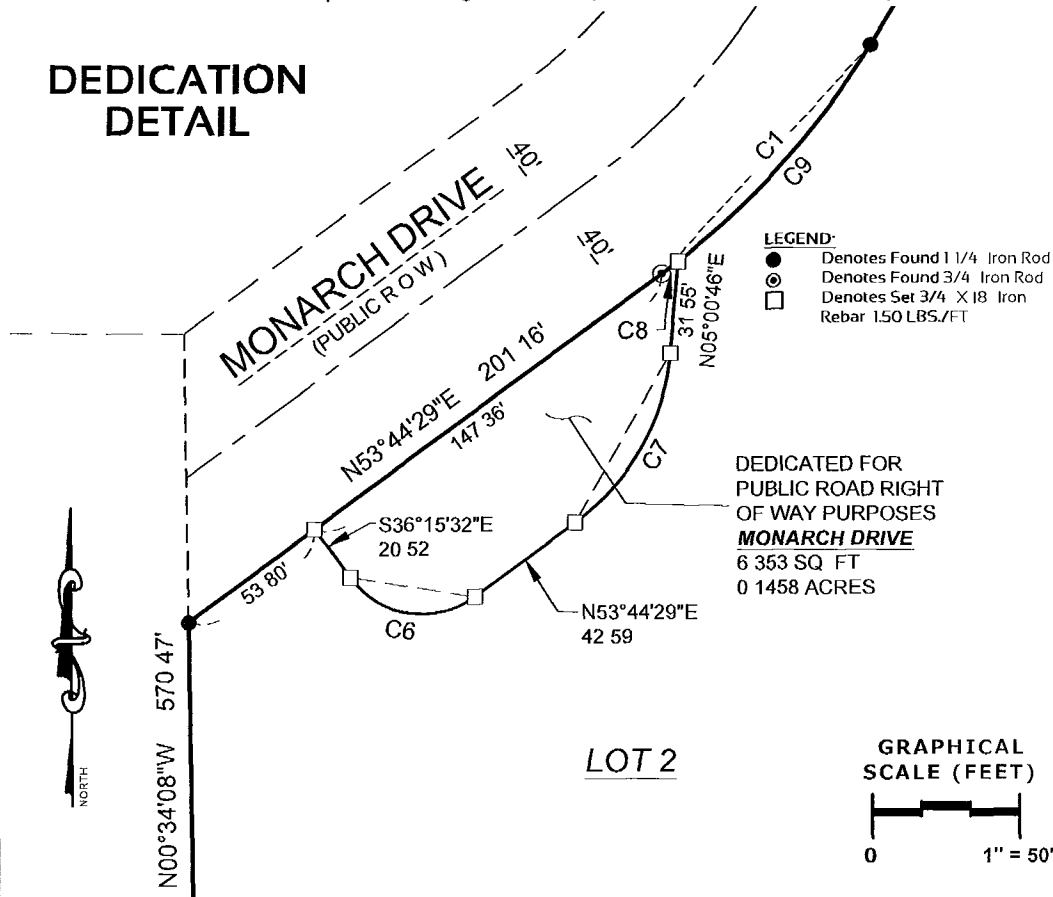
This instrument drafted by John P. Konopacki, PLS-License No S 2461

PEG JOB#809 90A
SHEET 14 OF 18

CERTIFIED SURVEY MAP NO. _____

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DEDICATION DETAIL



CURVE TABLE

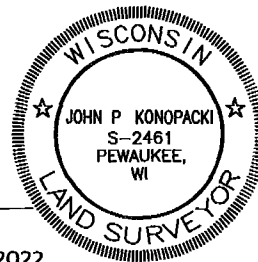
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106.76	270.00	022°39'16"	N42°24'51" E	106.06	N53°44'29" E	N31°05'13" E
C6	47.91	30.50'	089°59'59"	S81°15'32" E	43.13	S36°15'32" E	N53°44'29" E
C7	68.46'	80.50'	048°43'42"	N29°22'38" E	66.42	N53°44'29" E	N05°00'46" E
C8	7.05	270.00'	001°29'44"	N52°59'37" E	7.05	N53°44'29" E	N52°14'44" E
C9	99.71	270.00'	021°09'31"	N41°39'59" E	99.14	N52°14'44" E	N31°05'13" E

NOTE

Temporary Turn Around Easement shown on the recorded plat of Ryan Meadows to be vacated via separate document

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

FEBRUARY 8, 2022



This instrument drafted by John P. Konopacki PLS-License No. S-2461

PEG JOB#809 90A
SHEET 15 OF 18

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I John P. Konopacki Professional Land Surveyor do hereby certify

That I have surveyed mapped and divided all of Lot 84 in Ryan Meadows as recorded in the Register of Deeds office for Milwaukee County as Document No 10962414 and a part of Parcel 1 of Certified Survey Map No 975 as recorded in the Register of Deeds office for Milwaukee County as Document No 4446377 located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin described as follows

Commencing at the southwest corner of the Northwest 1/4 of said Section 30 Thence South 89°39'32" East along the south line of said Northwest 1/4 and then along a south line of Ryan Meadows a recorded subdivision 2008 73 feet to the north right of way line of Monarch Drive and a west line of said Ryan Meadows Thence South 00° 34' 08" East along said west line of Ryan Meadows 98 50 feet to the south right of way line of Monarch Drive and the Point of Beginning

Thence North 53°44'29" East along said south right of way line 201 16 feet to a point of curvature Thence northeasterly 106 76 feet along the arc of said curve to the left and said right of way line whose radius is 270 00 feet and whose chord bears North 42°24'51" East 106 06 feet, Thence North 31°05'13" East along said right of way line 282 33 feet to a point of curvature Thence northeasterly 183 30 feet along the arc of said curve to the left and said right of way line whose radius is 270 00 feet and whose chord bears North 11°38'18" East 179 80 feet Thence North 07°48'36" West along said right of way line 543 63 feet to a point of curvature Thence northwesterly 241 78 feet along the arc of said curve to the left and said right of way line whose radius is 270 00 feet and whose chord bears North 33°27'51" West 233 79 feet Thence North 59°07'06" West along said right of way line 82 77 feet Thence North 14°02'32" West 27 27 feet to the south right of way line of Chicory Street Thence North 30°52'54" East along said south right of way line 29 00 feet to a point of curvature Thence northeasterly 114 43 feet along the arc of said curve to the right and said right of way line whose radius is 190 00 feet and whose chord bears North 48°08'09" East 112 71 feet Thence North 65°23'24" East along said right of way line 245 97 feet to a point of curvature Thence northeasterly 181 45 feet along the arc of said curve to the left and said right of way line whose radius is 535 00 feet and whose chord bears North 55°40'26" East 180 58 feet Thence North 45°57'27" East along said right of way line 53 22 feet to the west line of Outlot 3 in said Ryan Meadows Thence South 44°24'10" East along said west line 200 97 feet Thence South 00°34'43" East along said west line 365 13 feet Thence South 89°25'17" West along said west line 116 04 feet Thence South 01°10'06" East along said west line 1155 10 feet to the south line of the Northeast 1/4 of said Section 30 and a south line of Ryan Meadows and a north line of Parcel 1 of Certified Survey Map No 975 Thence South 89°42'41" East along said south line 708 82 feet Thence South 00°33'39" East along an east line of said Parcel 1 and then continuing 575 04 feet Thence South 89°42'41" East and then along the south line of Parcel 2 of said Certified Survey Map No 975 533 96 feet to the west right of way line of South 112th Street Thence South 00°33'39" East along said west right of way line 752 36 feet to the south line of the North 1/2 of the Southeast 1/4 of said Section 30 Thence South 89°57'02" West along said south line 1277 53 feet to the west line of said Southeast 1/4 Thence North 00°34'05" West along said west line 667 47 feet to the south line of said Ryan Meadows Thence North 89°47'21" West along said south line 662 96 feet to a west line of said Ryan Meadows Thence North 00°34'08" West along said west line 570 47 feet to the Point of beginning

Dedicating that portion of land as graphically shown for public road right of way purposes

Containing 2 441 425 square feet (56 0474 acres) of land Gross and 2 435 072 square feet (55 9016 acres) of land Net more or less

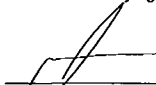
That I have made such survey land division and map by the direction of LOOMIS & RYAN INC and GURJIT SINGH and GURMIT KAUR owners of said land

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying the certified survey map

Date FEBRUARY 8 2022




John P. Konopacki
Professional Land Surveyor S-2461

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754 8888

This instrument drafted by John P. Konopacki PLS-License No S 2461

PEG JOB#809 90A
SHEET 16 OF 18

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

LOOMIS & RYAN INC a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin as owner does hereby certify that said corporation caused the land described on this certified survey map to be surveyed divided dedicated and mapped as represented on this certified survey map

GURJIT SINGH and GURMIT KAUR as owners hereby certify that we caused the land described on this map to be surveyed divided dedicated and mapped as represented on this map in accordance with the requirements of the City of Franklin

LOOMIS & RYAN INC and GURJIT SINGH and GURMIT KAUR as owners also certify that this map is required by s 236.10 or s 236.12 of the Wisconsin State Statutes and the Unified Development Ordinance Division-15 of the City of Franklin to be submitted to the following for approval or objection

- 1 City of Franklin

IN WITNESS WHEREOF the said LOOMIS & RYAN INC has caused these presents to be signed by (name - print) _____, (title) _____ at (city) _____ County Wisconsin on this _____ day of _____ 2022

In the presence of LOOMIS & RYAN INC

Name (signature) Title

Date GURJIT SINGH

Date GURMIT KAUR

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 2022 (name) _____ (title) _____ of the above named LOOMIS & RYAN INC to me known to be the persons who executed the foregoing instrument and to me known to be such _____ (title) of said corporation and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation by its authority

Notary Public
Name _____
State of Wisconsin _____
My Commission Expires _____

Personally came before me this _____ day of _____ 2022 GURJIT SINGH and GURMIT KAUR to me known to be the persons who executed the foregoing instrument and acknowledged the same

Notary Public
Name _____
State of Wisconsin _____
My Commission Expires _____



FEBRUARY 8, 2022

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE: (262) 754 8888

This instrument drafted by John P Konopacki PLS License No S 2461

PEG JOB#809 90A
SHEET 17 OF 18

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows and a part of Parcel I of Certified Survey Map No 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin

CONSENT OF CORPORATE MORTGAGEE - LOOMIS & RYAN INC.

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin mortgagee of the above described land does hereby consent to the surveying dividing dedication and mapping of the land described in the foregoing affidavit of John P. Konopacki surveyor and does hereby consent to the above certification of owners

IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ its President and its corporate seal to be hereunto affixed this _____ day of _____ 2022

Date President _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 2022 _____ to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same

Notary Public
Name _____
State of Wisconsin
My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE - GURJIT SINGH and GURMIT KAUR

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin mortgagee of the above described land does hereby consent to the surveying dividing dedication and mapping of the land described in the foregoing affidavit of John P. Konopacki surveyor and does hereby consent to the above certification of owners

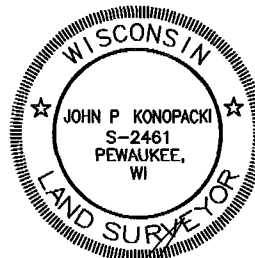
IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ its President and its corporate seal to be hereunto affixed this _____ day of _____ 2022

Date President _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 2022 _____ to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same

Notary Public
Name _____
State of Wisconsin
My Commission Expires _____



FEBRUARY 8, 2022

LOT 1

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

WORKSHEET FOR THE CALCULATION OF BASE SITE AREA FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	9.39 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	- 1.39 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0 acres
STEP 5:	Equals "Base Site Area"	= 8.00 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature		
	Agricultural District	Residential District	Non-Residential District			
Steep Slopes				X	0	0
10-19%	0 00	0 60	0 40	=		
20-30%	0 65	0 75	0 70	X	0	0
+ 30%	0 90	0 85	0 80	=		
				X	0	0
				=		
Woodlands & Forests				X	0	0
Mature	0 70	0 70	0 70	=		
Young	0 50	0 50	0 50	X	0	0
				=		
Lakes & Ponds	1	1	1	X	0	0
				=		
Streams	1	1	1	X	0	0
				=		
Shore Buffer	1	1	1	X	0	0
				=		
Floodplains	1	1	1	X	0	0
				=		
Wetland Buffers	1	1	1	X	0	0
				=		
Wetlands & Shoreland Wetlands	1	1	1	X	0	0
				=		
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)						0

Note In conducting the calculations in Table 15 3 0503 if two or more natural resource features are present on the same area of land only the most restrictive resource protection standard shall be used For example if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards

SECTION 15-3.0505

**CALCULATION OF SITE INTENSITY AND CAPACITY
FOR NONRESIDENTIAL USES**

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

- 1 Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
 - a. B-1 Neighborhood Business District
 - b. B-2 General Business District
 - c. B-3 Community Business District
 - d. B-5 Highway Business District
- 2 Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

Table 15-3.0505

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT

<p>STEP 1: M-1</p>	<p>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>8</u> Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard) X <u>0.4</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</p>	<p>3.2 acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>8</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503 or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater - <u>3.2</u> Equals NET BUILDABLE SITE AREA =</p>	<p>4.8 acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>4.8</u> Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X <u>0.85</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =</p>	<p>4.08 acres</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>8</u> Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X <u>0.42</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</p>	<p>3.36 acres</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above) (Multiple results by 43,560 for maximum floor area in square feet)</p>	<p>3.36 acres (<u>146,362</u> s f)</p>

LOT 2

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

WORKSHEET FOR THE CALCULATION OF BASE SITE AREA FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	22.93 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	- 0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0 acres
STEP 5:	Equals "Base Site Area"	= 22.93 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes					
10-19%	0 00	0 60	0 40	X 0	0
				=	
20-30%	0 65	0 75	0 70	X 0	0
				=	
+ 30%	0 90	0 85	0 80	X 0	0
				=	
Woodlands & Forests					
Mature	0 70	0 70	0 70	X 0.78*	0.55
				=	
Young	0 50	0 50	0 50	X 0	0
				=	
Lakes & Ponds	1	1	1	X 0*	0
				=	
Streams	1	1	1	X 0*	0
				=	
Shore Buffer	1	1	1	X 04*	04
				=	
Floodplains	1	1	1	X 0	0
				=	
Wetland Buffers	1	1	1	X 1.88	1.88
				=	
Wetlands & Shoreland Wetlands	1	1	1	X 6.48	6.48
				=	
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					8.95

Note In conducting the calculations in Table 15 3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used For example if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards

*AREAS SMALLER THAN SHOWN ON NRPP ARE DUE TO OVERLAP BETWEEN NATURAL RESOURCES

SECTION 15-3.0505

**CALCULATION OF SITE INTENSITY AND CAPACITY
FOR NONRESIDENTIAL USES**

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

- 1 Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
 - a. B-1 Neighborhood Business District
 - b. B-2 General Business District
 - c. B-3 Community Business District
 - d. B-5 Highway Business District
- 2 Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

Table 15-3.0505

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT

<p>STEP 1: M-1</p>	<p>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>22.93</u> Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard) X <u>0.4</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</p>	<p>9.17 acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>22.93</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503 or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater - <u>8.95</u> Equals NET BUILDABLE SITE AREA =</p>	<p>13.98 acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>13.98</u> Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X <u>0.85</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =</p>	<p>11.88 acres</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>22.93</u> Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X <u>0.42</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</p>	<p>9.63 acres</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above) (Multiple results by 43,560 for maximum floor area in square feet)</p>	<p>9.63 acres (<u>419,509</u> s f)</p>

LOT 3

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

WORKSHEET FOR THE CALCULATION OF BASE SITE AREA FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	23.58 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0 acres
STEP 5:	Equals "Base Site Area"	= 23.58 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes					
10-19%	0 00	0 60	0 40	X 1.99*	1.19
				=	
20-30%	0 65	0 75	0 70	X 0	0
				=	
+ 30%	0 90	0 85	0 80	X 0	0
				=	
Woodlands & Forests					
Mature	0 70	0 70	0 70	X 0.21*	0.15
				=	
Young	0 50	0 50	0 50	X 0	0
				=	
Lakes & Ponds	1	1	1	X 0	0
				=	
Streams	1	1	1	X 0	0
				=	
Shore Buffer	1	1	1	X 1.00*	1 00
				=	
Floodplains	1	1	1	X 0	0
				=	
Wetland Buffers	1	1	1	X 1.85*	1.85
				=	
Wetlands & Shoreland Wetlands	1	1	1	X 4.38	4.38
				=	
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					8.57

Note In conducting the calculations in Table 15 3 0503 if two or more natural resource features are present on the same area of land only the most restrictive resource protection standard shall be used. For example if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards

*AREAS SMALLER THAN SHOWN ON NRPP ARE DUE TO OVERLAP BETWEEN NATURAL RESOURCES

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3 0504 shall be performed

Table 15-3.0504			
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development			
CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE			
STEP 1:	Take Base Site Area (from Step 5 in Table 15-3 0502)	<u>23.58</u>	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard) X <u>0</u>		0
	Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =		acres
CALCULATE NET BUILDABLE SITE AREA:			
STEP 2:	Take Base Site Area (from Step 5 in Table 15-3 0502)	<u>23.85</u>	
	Subtract Total Resource Protection Land from Table 15-3 0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater - <u>8.57</u>		15.28
	Equals NET BUILDABLE SITE AREA =		acres
CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:			
STEP 3:	Take Net Buildable Site Area (from Step 2 above)	<u>15.28</u>	
	Multiple by Maximum Net Density (ND) (see specific residential zoning district ND standard) X <u>0.898</u> R-2		13.72
	Equals MAXIMUM NET DENSITY YIELD OF SITE =		D U s
CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:			
STEP 4:	Take Base Site Area (from Step 5 of Table 15-3 0502)	<u>23.85</u>	
	Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard) X <u>0.898</u> R-2		21.42
	Equals MAXIMUM GROSS DENSITY YIELD OF SITE =		D U s
DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:			
STEP 5:	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)		13.72
			D U s

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE _____

BOARD OF ZONING AND BUILDING APPEALS REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME Stephen R Mills	NAME Daniel Szczap, Project Manager
COMPANY Loomis & Ryan, Inc	COMPANY Bear Development, LLC (Daniel Szczap)
MAILING ADDRESS 4011 80th Street	MAILING ADDRESS 4011 80th Street
CITY/STATE Kenosha, WI ZIP 53142	CITY/STATE Kenosha, WI ZIP 53142
PHONE (262) 949-3788	PHONE (262) 949-3788
EMAIL ADDRESS dan@beardevelopment.com	EMAIL ADDRESS dan@beardevelopment.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS Ryan Meadows/Loomis Business Park	TAX KEY NUMBER 891-1083-000 & 891-1084-000
PROPERTY OWNER Loomis & Ryan, Inc	PHONE (262) 949-3788
MAILING ADDRESS 4011 80th Street	EMAIL ADDRESS dan@beardevelopment.com
CITY/STATE Kenosha, WI ZIP 53142	DATE OF COMPLETION

APPLICATION TYPE

Please check the application type that you are applying for

Area Exception
 Minor Variance
 Sign Variance and Appeals
 Variance and Appeals

Most requests require Board of Zoning and Building Appeals approval

Applicant is responsible for providing Board of Zoning and Building Appeals resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7.00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat. §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

I, the applicant, certify that I have read the following page detailing the requirements for BZBA approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE
NAME & TITLE S.R. Mills, President DATE 1.24.2022	NAME & TITLE Daniel Szczap, Project Manager DATE 1.24.2022
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

AREA EXCEPTION APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
 \$300 Application fee payable to the City of Franklin.
 Word Document legal description of the subject property
 Three (3) complete collated sets of application materials to include
 Three (3) project narratives
 Three (3) the Plat of Survey, Site Plan, Building Elevations, and Outdoor Lighting Plans, as appropriate, and any other supporting documents, which illustrate the Area Exception request ALL plans must be collated and folded into 9x12-inch sets.
 Two (2) photographs of the subject structure from different views, when applicable
 Completed Standards in the Review of Area Exceptions form (section 15-10.0209G. of the UDO)
 Three (3) Affidavit forms with original and notarized signatures (facilities and copies will not be accepted).
 Email or flash drive with all plans / submittal materials.
• All Area Exceptions require a public hearing at Plan Commission, Plan Commission recommendation to BZBA, and BZBA review and approval
• If a building permit is not issued within twelve (12) months of approval, the Area Exception will be null and void

MINOR VARIANCE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
 \$250 Application fee payable to the City of Franklin
 Word Document legal description of the subject property
 Three (3) complete collated sets of application materials to include ...
 Three (3) copies of the form "Questions to be Answered by the Applicant" per Section 15-9.0107 Minor Variances of the UDO
 Three (3) full size, drawn to scale copies of the Plat of Survey, Site Plan, and Building Elevations, as appropriate, photographs supporting the application and any other supporting documents, which illustrate the Variance request.
 Three (3) Affidavit Forms with original and notarized signatures (facilities and copies will not be accepted).
 Completed "Finding and Factors in the Review of Minor Variances" form from Sections 15 10.0206C.2 of the UDO
 Email or flash drive with all plans / submittal materials
• A Building Permit must be issued within six (6) months of approval or the variance will be null and void

Variance Type Requested [check one]: Accessory Structure (150 square feet or less) Deck Fence

SIGN VARIANCE AND APPEALS APPLICATION MATERIALS

- Copy of the Sign Permit "Letter of Denial". (Appeals within 30 days after said denial, Variances within 60 days after said denial)
 This application form accurately completed with signatures or authorization letters (see reverse side for more details)
 \$250 Application fee payable to the City of Franklin (\$250 per appeal or variance from Sign Code)
 Word Document legal description of the subject property
 Three (3) complete collated sets of application materials to include . .
 Three (3) project narratives
 Three (3) Sign elevations, drawn to scale not less than 1/2" = 1', plans folded to a maximum size of 9x12 inches. The elevations should denote the sign dimensions and area. Identify the colors, materials, finishes and lighting method (if applicable)
 Three (3) Site Plan, showing the location of the proposed signage relative to (1) any existing or proposed structures, (2) parking stalls and/or driveways, (3) proposed landscaping and outdoor lighting, (4) the setback distance from the street right-of way at the proposed location, (5) height of sign above the finished grade, and (6) the vision triangle distances described in Section 15-5 0201 of the Unified Development Ordinance
 Three (3) Affidavit Forms with original and notarized signatures (facilities and copies will not be accepted).
 Email or flash drive with all plans / submittal materials
• Permits for construction are REQUIRED after approval Contact the Building Inspector (414-425-0084) for additional information

VARIANCE AND APPEALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
 \$250 Application fee payable to the City of Franklin
 Word Document legal description of the subject property
 Three (3) complete collated sets of application materials to include .
 Three (3) project narratives.
 Three (3) folded full size, copies of the Plat of Survey, Site Plan, Building Elevations, Landscape Plan and Outdoor Lighting Plan, drawn to scale as appropriate, Photographs and any other supporting documents, which illustrate the Variance request.
 Three (3) Affidavit Forms with original and notarized signatures (facilities and copies will not be accepted)
 Completed "Findings and Factors in the Review of Variances" form from Sections 15-10.0206C 1 and 15-10.0211 of the UDO.
 Completed "Findings and Factors in the Review of Land Division Variances" form from Sections 15-9.0310B.1 of the UDO)
 Email or flash drive with all plans / submittal materials

Variance Type Requested [check one] Administrative Appeal Area Variance Use Variance Non-conforming Use(s) Land Division Variance

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

January 25, 2022

Mr. Regulo Martinez-Montilva
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for a Land Division Variance

Project Summary

The matter in question is the dedicated public roadway known as Monarch Drive within the Ryan Meadows Subdivision. As approved and platted, Monarch Drive terminates in a "stub" at the western limits of the subdivision. The "stub" ends at the now developed Copart site. Monarch Drive cannot be extended west because of the finish site development. It is not feasible to extend Monarch Drive south due to significant wetlands, waterways and mature woodlands within a future alignment. Based on the existing site conditions and the small amount of land a southern extension would ultimately serve, it is not economically feasible to consider.

The only feasible solution is to terminate Monarch Drive in a permanent dedicated cul-de-sac. Therefore, the Applicant is respectfully requesting a Land Division Variance from Section 15-5 0103 (A)(1) for a cul-de-sac street to exceed 800 feet in length. Monarch Drive cannot be shortened to meet the Ordinance requirement as it is currently dedicated and serves other properties not owned by the Applicant.

The Applicant proposes a permanent cul-de-sac to terminate Monarch Drive along with a traffic signage plan to alert the traveling public of an extended cul-de-sac/No Outlet. Because Monarch Drive serves only three (3) parcels, traffic volume is anticipated to be extremely low.

To correct an unexpected condition and to allow for further commercial/industrial development within Loomis Business Park and TID No. 6, we are respectfully requesting the Land Division Variance. Because of the unusual, extraordinary and exceptional circumstances involved with this situation, we feel the granting of the variance is necessary and reasonable.

We feel the variance meets the standards set forth in the Unified Development Ordinance and appropriate design measures can be implemented to create a safe and functional termination of Monarch Drive.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration

Sincerely,

Daniel Szczap
Bear Development, LLC

Findings of Factors in the Review of Land Division Variances

January 25, 2022

Property Owner Loomis & Ryan, Inc
 4011 80th Street
 Kenosha, WI 53142

Property Address Monarch Drive
 Ryan Meadows Subdivision/ Loomis Business Park

1. **There is exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of this Ordinance would result in severe hardship.**

The Applicant is requesting a Land Division Variance from the Unified Development Ordinance, Section 15-5 0103 (A)(1), to allow Monarch Drive to terminate in a cul-de-sac. The total length of Monarch Drive from Chicory Street to a proposed cul-de-sac would exceed 800'

There are exceptional, extraordinary, and unusual conditions that make the extension of Monarch Drive either impossible or unfeasible. Please consider the following facts which make the extension of Monarch Drive impractical:

Monarch Drive-West to STH 45

- The Final Plat for Ryan Meadows Subdivision was recorded on March 20, 2020 as Document #10962414
- The Ryan Meadows project required multiple City reviews and approvals including Comprehensive Plan Amendment, Zoning Reclassification, Civil Engineering and Platting
- As approved, Ryan Meadows Subdivision included the dedicated public right-of-way of Monarch Drive stubbed to the adjacent property to the west
- On October 20, 2020 the City of Franklin approved a Site Plan submitted by Copart of Connecticut, Inc. for the property directly west of the dedicated Monarch Drive terminus
- The referenced Site Plan did not include the extension/continuation of Monarch Drive
- The referenced site was fully developed in 2020 and does not accommodate the extension of Monarch Drive
- During the Site Plan proceedings for the Copart of Connecticut site, the Applicant was instructed to design a permanent cul-de-sac. The cul-de-sac was fully engineered as a Construction Bulletin. Please see attached plans.
- Subsequently, the Applicant was directed to revert the design to its current condition.

Monarch Drive-South to Oakwood Road

- Monarch Drive cannot be feasibly extended south due to a SEWRPC Isolated Natural Area located within a possible southern alignment. The referenced wetland is 400' in width, making the design impractical.

- Lying south of the wetland is a significant area of Mature Woodlands. The City Unified Development Ordinance protects and preserves Mature Woodlands as a protected Natural Resource. While a road could be extended through Mature Woodlands, it would not serve developable property, making the roadway project economically unfeasible.
- The property on Oakwood Road can be served by future roads that do not impact wetlands or mature woodlands.

Other considerations:

- Additional extensions from Monarch Drive leading east or west do not align with any existing or planned roadways.
- Monarch Drive cannot be shortened as it is constructed as a public street and serves other properties, some of which are not owned by the Applicant.

2. Such hardships should not apply generally to other properties or be such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed.

The existing conditions which create the severe hardships are not generally applicable to other properties. The specific situation is an existing condition and unique and extraordinary to Ryan Meadows. The future extension of Monarch Drive to eliminate a cul-de-sac street design is not possible.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.

The requested variance is necessary for the continued commercial development contemplated at Loomis Business Park. Without the requested variance, future commercial/industrial development along Monarch Drive is not possible. A planned termination of Monarch Drive is necessary.

4. That the variance will not create a substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

The requested variance will not be detrimental to adjacent property. The variance will allow for the orderly termination of Monarch Drive from its existing condition which is a dead-end stub street to a functional, permanent cul-de-sac, allowing for truck and emergency vehicle turnaround. The ability for safe turning movements through the proposed cul-de-sac will benefit the properties along Monarch Drive along with the traveling public.

Additional street signage can be implemented to alert the traveling public of an extended cul-de-sac street.

The portion of Monarch Drive that is proposed as a cul-de-sac serves only three (parcels)



Register of Deeds
Milwaukee County
Israel Ramón • Register of Deeds



DOC. # 10962414
RECORDED
03/20/2020 03:40 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 50.00

PLAT

PLAT NAME: Ryan Meadows

DOC# 10962414

REEL# N/A

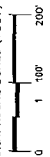
DATE: March 20, 2020

Number of Pages: 8

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 0905 and add to other lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin.

GRAPHICAL SCALE (FEET)



LINE NO	BEARING	DISTANCE
1	S89°42'36"W	310.00'
2	S89°42'36"W	688.00'
3	N00°34'43"E	103.00'
4	N89°42'36"W	121.00'
5	N89°42'36"W	121.00'
6	S89°42'36"W	688.00'
7	S89°42'36"W	688.00'
8	S89°42'36"W	688.00'
9	S89°42'36"W	688.00'
10	S89°42'36"W	688.00'
11	S89°42'36"W	688.00'
12	S89°42'36"W	688.00'

Beings referred to in Wisconsin State Line and north line of the Northeast 1/4 of Section 30 Township 5 North Range 21 East being S89°42'36"E.

There are no objections to this plat in respect to Steps 36, 5 234.16 - 36.20 and 20.21(1) and (2).
 Via St. as provided by a. 36.19 Wis. S. 19.

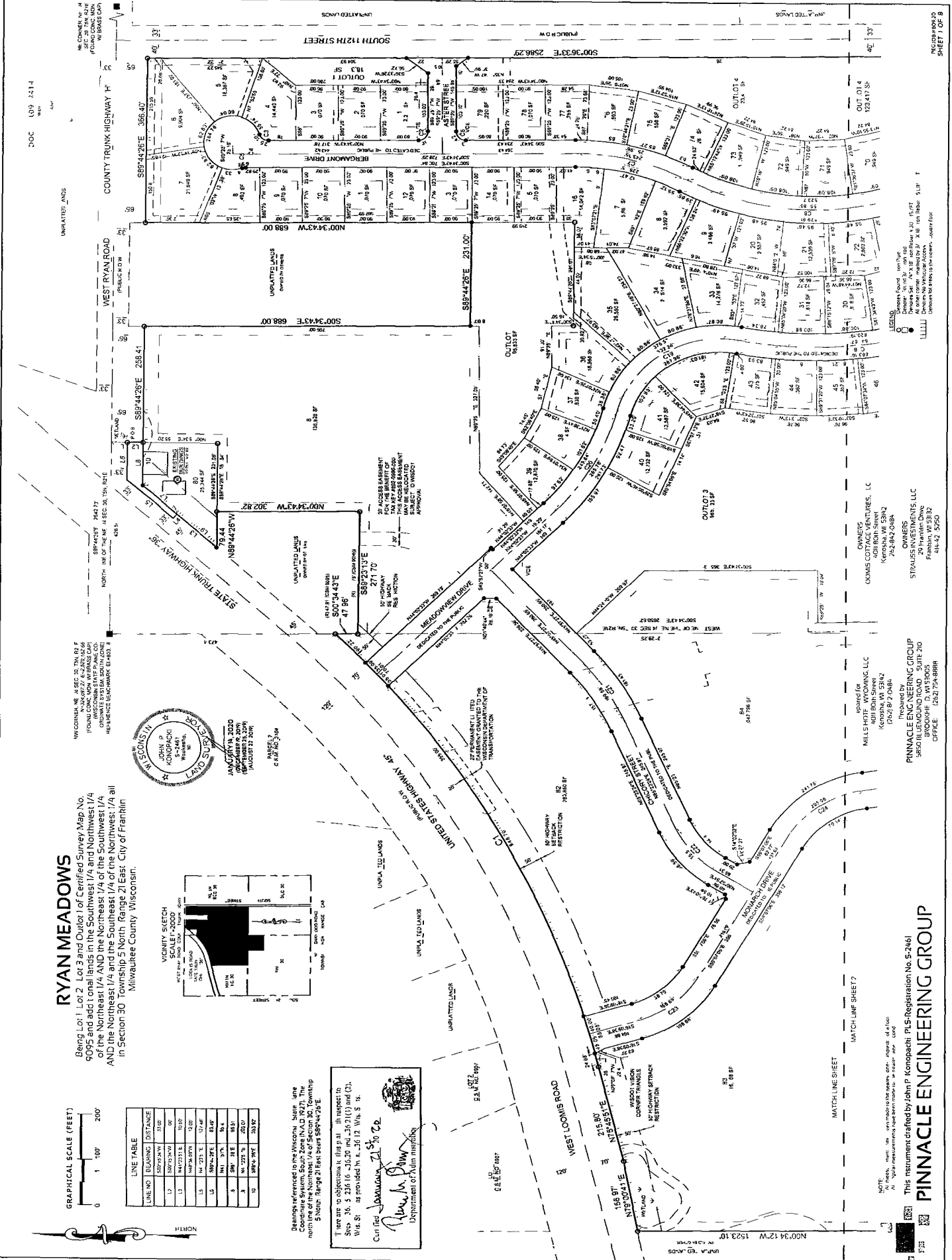
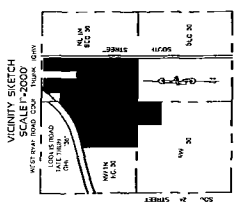
Cur. Eng. *John P. Konopacki*
 Department of Administration



JOHN P. KONOPACKI
 52481
 State of Wisconsin
 Professional Engineer

JANUARY 14, 2020
 52481
 State of Wisconsin
 Professional Engineer

PLAT NO. 2000
 C.A.B. NO. 2000



LEGEND:
 --- Unimproved Lands
 --- Easement
 --- Right of Way
 --- Easement
 --- Easement

OWNERS:
 DOMS COTTAGE VENTURES, LC
 4811 Birch Street
 Kenosha, WI 53142
 262-842-0484

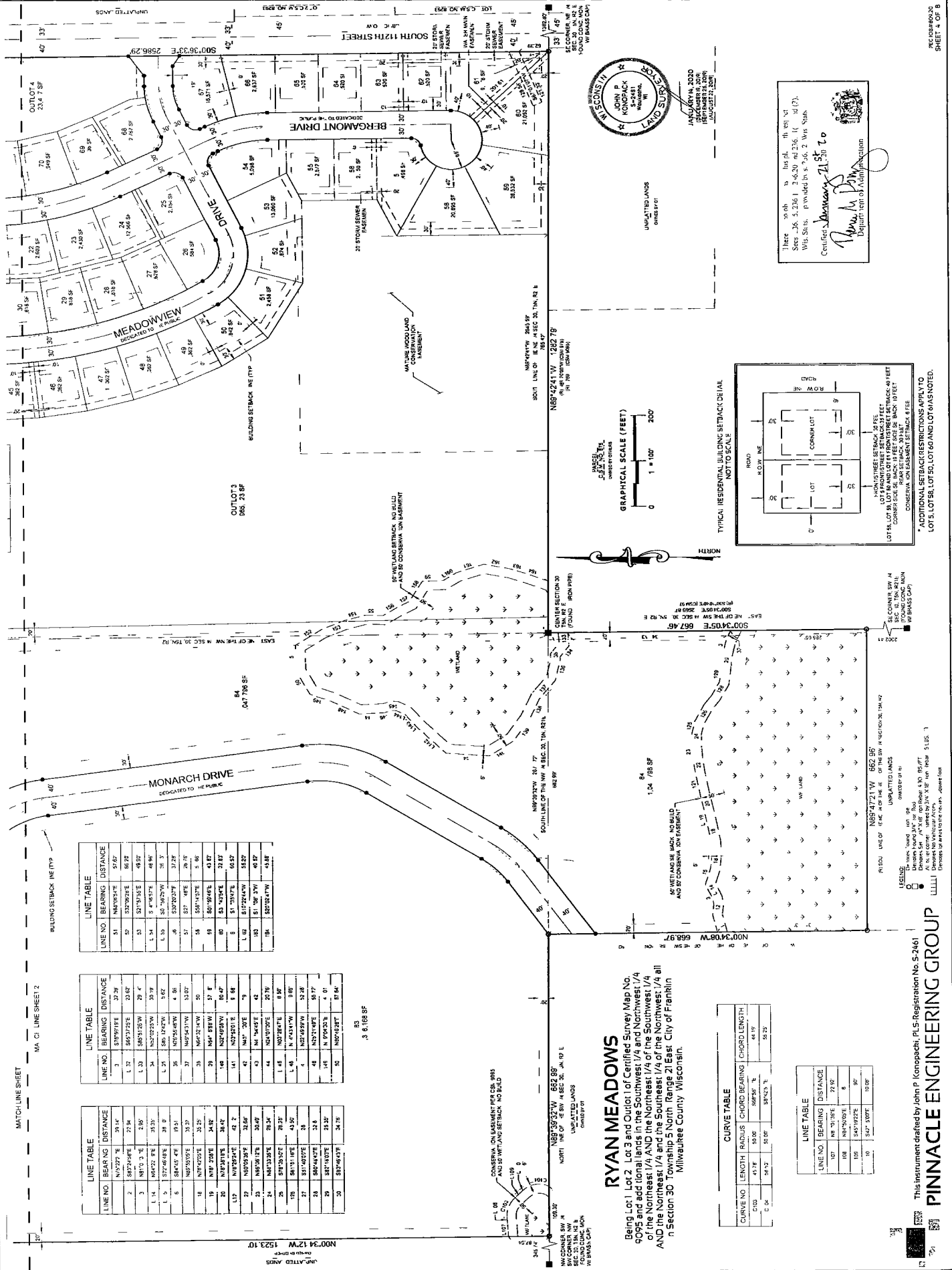
OWNERS:
 STRAUSS INVESTMENTS, LLC
 29 Franklin Drive
 Franklin, WI 53532
 414-222-2250

Prepared for:
 MILLS HOTEL WFOVING, LLC
 2000 W. Wisconsin Ave
 Kenosha, WI 53142
 (262) 872-0484

Prepared by:
 PINNACLE ENGINEERING GROUP
 5950 BILLOUND ROAD, SUITE 210
 FISHKILL, NY 12524
 OFFICE: (516) 734-8888

NOTE:
 All measurements were taken in the field.
 This instrument drafted by John P. Konopacki, P.E., Registration No. 52481.

PINNACLE ENGINEERING GROUP



LINE NO.	BEARING	DISTANCE
51	N84°03'14"E	57.67
52	S82°20'21"E	22.82
53	S50°15'35"E	49.05
54	S 4°48'57"E	48.84
55	S85°30'25"E	39.19
56	S85°20'27"E	37.24
57	S77°46'E	29.75
58	S89°14'57"E	5.86
59	S81°50'6"E	43.87
60	S1°42'04"E	32.87
61	S77°27'14"W	58.97
62	S1°00'30"W	43.87
63	S82°00'47"W	43.88

LINE NO.	BEARING	DISTANCE
3	S74°29'18"E	37.39
1.32	S60°32'52"E	22.82
1.33	S89°15'20"W	29.41
1.34	N82°07'25"W	39.19
1.35	S85°20'27"E	37.24
36	N62°55'46"W	4.86
37	N62°54'31"W	53.07
38	N62°32'44"W	50
39	N17°24'24"E	37.8
40	N62°59'42"W	60.47
41	N2°25'17"E	8.88
42	N42°1'20"E	9
43	N4°16'45"E	42
44	N84°03'14"E	20.76
45	N82°00'47"E	8.89
46	N73°28'17"E	9.85
47	N 4°48'57"E	32.88
48	N52°03'29"W	32.88
49	N57°46'18"E	55.17
50	N89°14'57"E	4.01
51	N82°00'47"E	24.76
52	N52°03'29"W	57.64

LINE NO.	BEARNG	DISTANCE
2	S87°21'44"E	22.84
3	S81°2'3"E	2.80
1.14	S84°22'1"E	23.33
1.5	S77°46'18"E	28.9
6	S84°45'4"E	19.91
N82°53'52"E	33.27	
N81°40'52"E	32.25	
N17°24'24"E	24.82	
N62°59'42"W	38.42	
N2°25'17"E	42.2	
N42°1'20"E	32.80	
N4°16'45"E	20.76	
N84°03'14"E	20.76	
N82°00'47"E	8.89	
N73°28'17"E	9.85	
N 4°48'57"E	32.88	
N52°03'29"W	32.88	
N57°46'18"E	55.17	
N89°14'57"E	4.01	
N82°00'47"E	24.76	
N52°03'29"W	57.64	

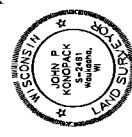
RYAN MEADOWS

Being Lot 2 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin.

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
1	45.78	63.50	S88°54'1"E	44.19'
2	24.32	52.09	S84°42'1"E	24.33'

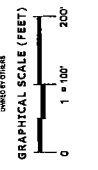
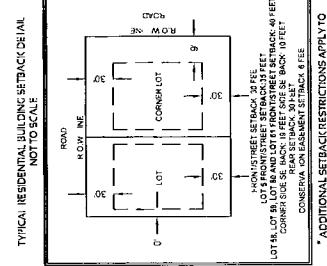
LINE NO.	BEARING	DISTANCE
107	N1°01'37"E	72.97
108	N84°26'05"E	6
109	S84°26'05"E	30
110	S27°10'0"E	11.08

This instrument drafted by John P. Konopacki, PLS Registration No. S-2461
PINNACLE ENGINEERING GROUP



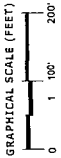
There is no such as this plan. The plan is not a true and correct copy of the original. The plan is provided for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

John P. Konopacki
 Department of Administration

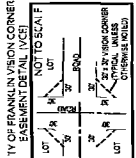


RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional land in the Southeast 1/4 and Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 30 Township 2 North Range 2 East City of Franklin in Waubesa County Wisconsin.



LINE NO.	BEARING	DISTANCE
1	S89°44'28"E	298.41
2	S00°34'43"W	688.00
3	S89°44'28"E	298.41
4	S00°34'43"W	688.00
5	S89°44'28"E	298.41
6	S00°34'43"W	688.00
7	S89°44'28"E	298.41
8	S00°34'43"W	688.00
9	S89°44'28"E	298.41
10	S00°34'43"W	688.00

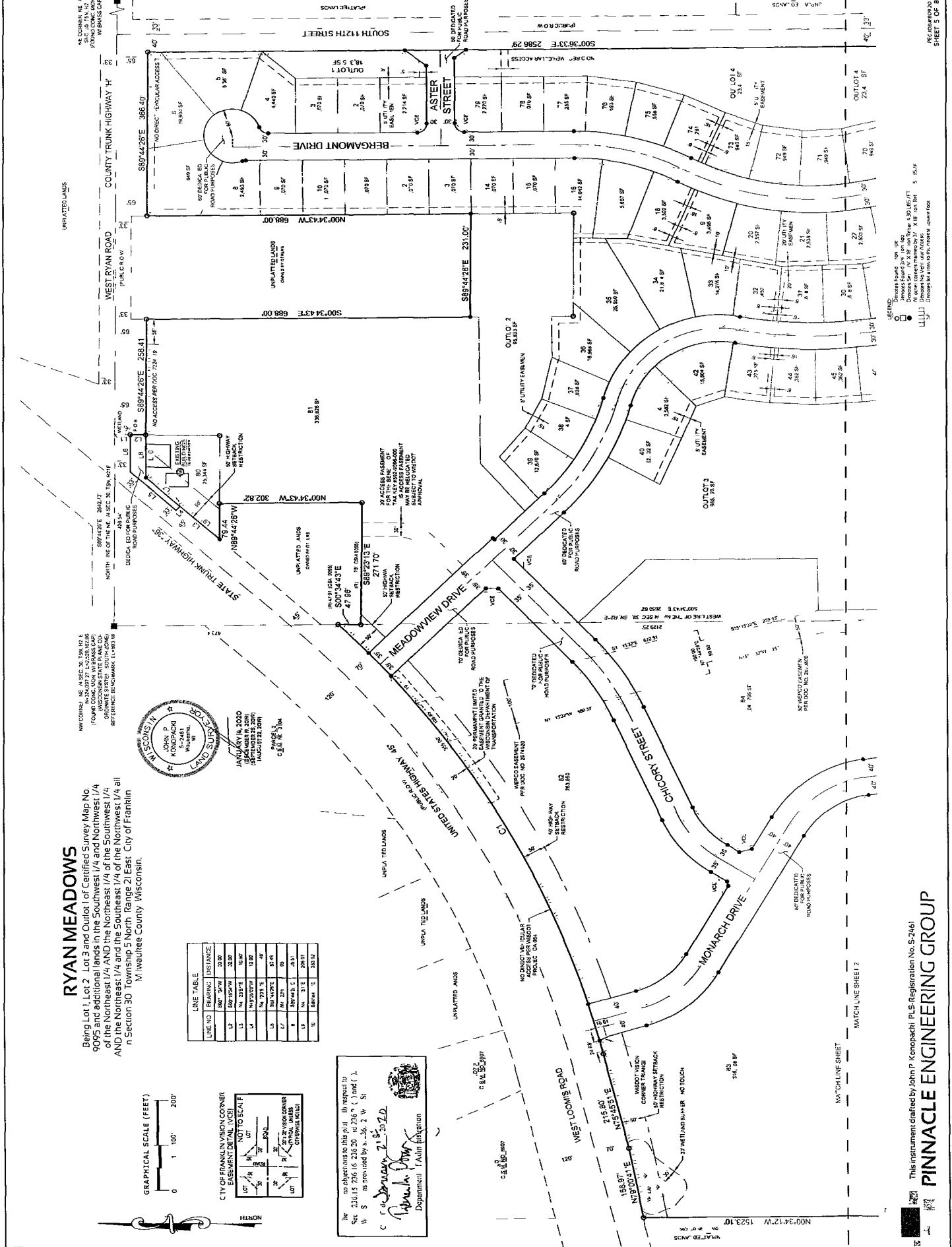


No objections to this plan in respect to Sec 236.15 236.16 236.20 and 236.21 and () and () W S as provided by s. 36.2 W S.
 C. J. [Signature] 2-1-2020
 Department of Administration

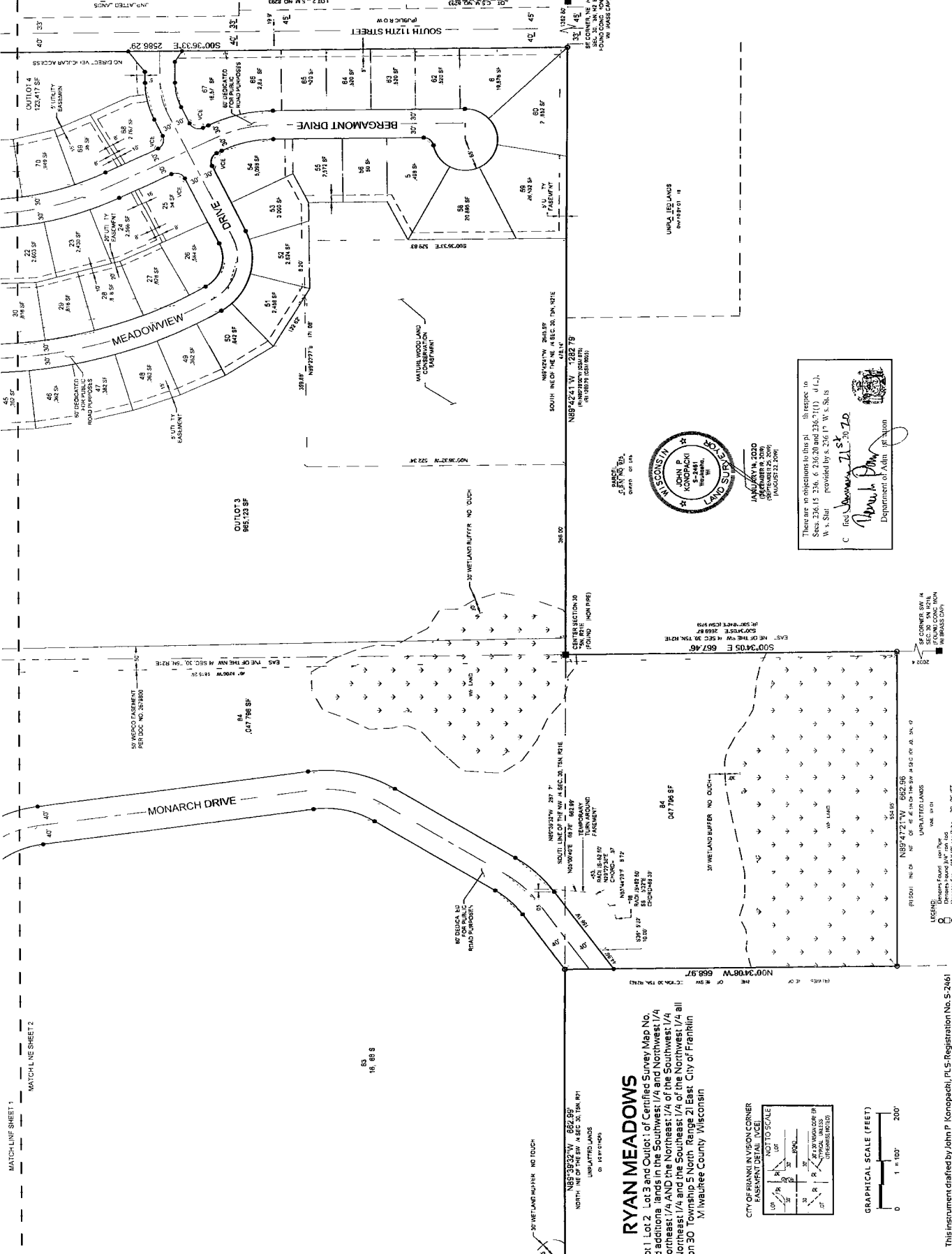


JOHN P. KONOPACKI
 SURVEYOR
 STATE OF WISCONSIN
 NO. 10000
 COMMISSION EXPIRES 12/31/2024

JANUARY 16, 2020
 MEADOWS SURVEY
 (AUGUST 22, 2019)
 C.S. & S.P. 104



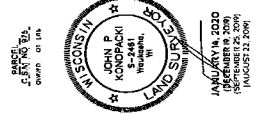
This instrument drafted by John P. Konopacki PLS Registration No. S-21641
PINNACLE ENGINEERING GROUP



There are no objections to this plat in relation to Secs. 236.15, 236.6, 236.20 and 236.71(1) d(1), W. S. Stat. provided by s. 236.17 W. S. Stat.

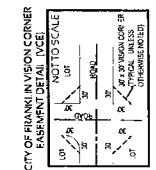
C. J. Johnson, Registrar

Department of Administration



RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin, Milwaukee County, Wisconsin



GRAPHICAL SCALE (FEET)

0 1 = 100' 200'

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Quarter 1 of Certified Survey Map No. 909S and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 2 East C. T. of Franklin Milwaukee County Wisconsin.

NOTES.

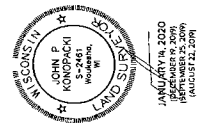
1. Flood Zone Classification: This property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 550790026E AND 550790026E dated SEPTEMBER 26, 2006. Zone "X" areas are determined to be subject to the 0.2% annual chance floodplain.
2. National Wetlands Inventory: This property is located within the National Wetlands Inventory. The National Wetlands Inventory is a map of the United States showing wetlands and their approximate boundaries. The National Wetlands Inventory is a map of the United States showing wetlands and their approximate boundaries.
3. ACCESS NOTE: No owner hereby ratifies or warrants that all lots in this plan are owner-possessed user nor licenses nor other persons shall have any right to direct water, sewage or gas to any lot in this plan. The owner shall be responsible for all and shall be enforceable by the Department of Transportation. No direct water, sewage or gas shall be permitted within the wetland corridor. No direct water, sewage or gas shall be permitted within the wetland corridor. No direct water, sewage or gas shall be permitted within the wetland corridor.
4. HIGHWAY EASEMENT: This easement shall be shown from Lot 8 and Lot 7 onto West Ryan Road. County Trunk Highway 107. The easement shall be shown from Lot 8 and Lot 7 onto West Ryan Road. County Trunk Highway 107. The easement shall be shown from Lot 8 and Lot 7 onto West Ryan Road. County Trunk Highway 107.
5. HIGHWAY SETBACK RESTRICTION: There shall be no improvements or structures placed between the highway and the subject's land. The setback shall be as shown on the plan. The setback shall be as shown on the plan. The setback shall be as shown on the plan.
6. SIGNAGE RESTRICTION: Signs shall be as shown on the plan. Signs shall be as shown on the plan. Signs shall be as shown on the plan.
7. WETLAND RESTRICTION: No vegetation within the wetland corridor may be removed or altered. No vegetation within the wetland corridor may be removed or altered. No vegetation within the wetland corridor may be removed or altered.
8. LANDSCAPE BUFFER/EASEMENT: This strip is reserved for the planting of trees and shrubs, for the purpose of providing a buffer between the subject's land and the highway. This strip is reserved for the planting of trees and shrubs, for the purpose of providing a buffer between the subject's land and the highway.
9. CONSERVATION EASEMENT RESTRICTIONS: No construction or placement of buildings or any structures, including but not limited to, yard sheds, swimming pools, decks, patios, or other structures, shall be permitted on the subject's land. No construction or placement of buildings or any structures, including but not limited to, yard sheds, swimming pools, decks, patios, or other structures, shall be permitted on the subject's land.
10. ACCESS AND EGRESS: The subject's land shall be accessible and egressed to the highway by the subject's land. The subject's land shall be accessible and egressed to the highway by the subject's land.

CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	BOUNDARY	24.43(N)	37.23237	97.44	N74°45'11"E	102.38(S)	N07°31'57"E	
	LOT 10	35.51	579.68	600°29'56"	N85°26'48"W	325	N05°12'22"E	
	LOT 9	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 8	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 7	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 6	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 5	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 4	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 3	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 2	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
C2	BOUNDARY	24.43(N)	37.23237	97.44	N74°45'11"E	102.38(S)	N07°31'57"E	
	LOT 10	35.51	579.68	600°29'56"	N85°26'48"W	325	N05°12'22"E	
	LOT 9	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 8	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 7	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 6	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 5	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 4	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 3	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	
	LOT 2	45.53	579.68	600°29'56"	N85°26'48"W	425	N05°12'22"E	

There are no objections to this plan, in respect to Secs. 36.15, 23.6, 6.1, 36.10 and 23.6, H. 1 and 21, Wis. Stats. as provided by s. 23.6(12) Wis. Stats.

Certified and sworn to this 20th day of January, 2020.

John P. Konopacki
Department of Administration



This instrument drafted by John P. Konopacki PLS-Registration No. S-2461
 Pinnacle Engineering Group
 1000 W. Wisconsin Ave., Suite 200
 Milwaukee, WI 53233
 (414) 224-2000

MEMORANDUM

Date April 16, 2020 April 23 2020
To. Daniel Szczap Bear Development, LLC Regulo Martinez Montilva
From. Department of City Development/ Daniel Szczap, Bear Development, I LLC
RE Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis Statutes §236.34 (1m)(f) expires on June 21, 2020

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision.

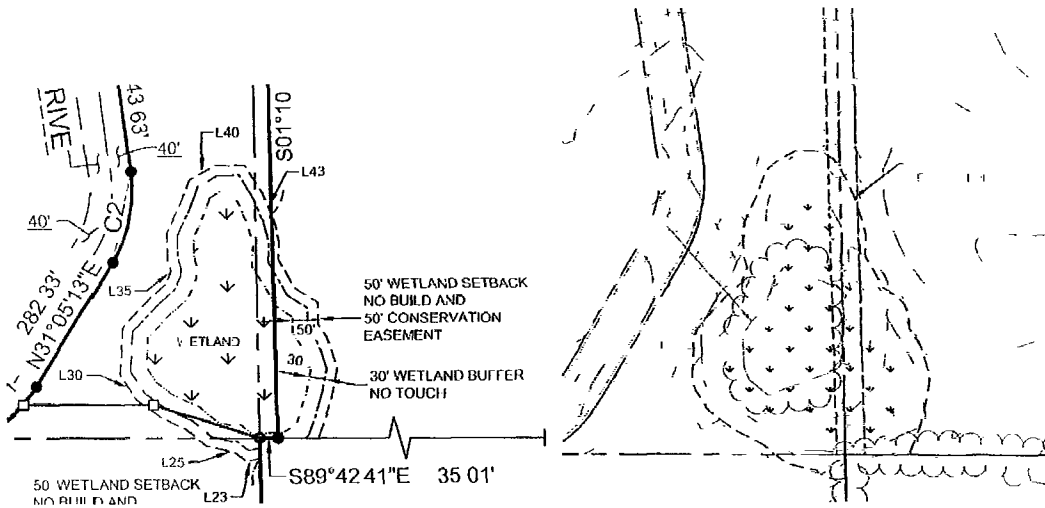
City Development Department comments

1. Per Section 15-7 0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236 34 of the Wisconsin Statutes, the following
 - a Existing and Proposed Contours Existing and proposed contours at vertical intervals of not more than two (2) feet Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level) This requirement may be waived if the parcel(s) created are fully developed
Existing and proposed contours have been added to the Certified Survey Map per Section 15-7 0702 of the UDO
 - b Owner, Subdivider, Land Surveyor Name and address of the owner, Subdivider, and Land Surveyor – It is recommended that the owner/subdivider label on Sheet 5 be moved to Sheet 1
Owner/Subdivider information has been moved to Page 1 per the City's request
 - c Existing Zoning The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map – Please label the zoning districts of each parcel
Existing zoning classifications have been included on the face of the CSM
- 2 The temporary turnaround at the end of Monarch Drive shall be removed and replaced with a cul-de-sac to be consistent with the Copart, Inc development proposal. The cul-de-sac must meet City standards, which includes an island. Note that if any land is being dedicated to the City to accommodate the cul-de-sac design, the CSM must also be revised to note the 'dedication accepted' language under the City of Franklin Common Council Approval section of the CSM Adequate land area has been provided as right of way dedication to accommodate a City cul-de-sac The design of the cul-de-sac has been previously discussed with City Engineering Full design plans of the cul-de-sac will follow approval of the CSM
3. Sheet 3 does not show the 30-foot wetland buffer, which is shown on Sheet 2 Please include the 30-foot Buffer notation throughout the CSM
The 30-foot wetland buffer has been added at the request of the City

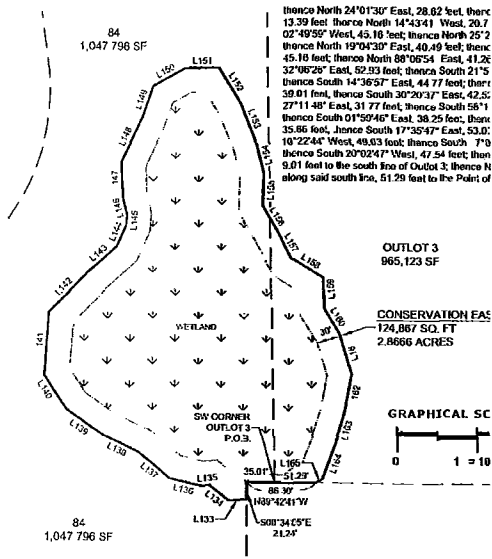
4. Please revise the Mayor's name to Stephen R. Olson
Corrected
5. As previously discussed, Lot 2 must be combined to the other Copart, Inc. site if utilized for that same development. Again, all plats, CSMs, and land transfers to create the parcel presented for the Copart, Inc. development must be completed prior to the issuance of a Certificate of Occupancy.
Noted: The combination will be completed after the Copart approvals have been granted.
6. The proposed CSM and one of the conservation easements for Lot No. 84 does not appear to include the Shore Buffer as shown on the NRPP. See below. This CSM and easement must be revised accordingly to show the full extent of the protected area, including the Shore Buffer.
The revised CSM depicts the full extent of protected areas. The Conservation Easement will be revised accordingly.

Proposed Certified Survey Map

NRPP Map



Conservation Easement



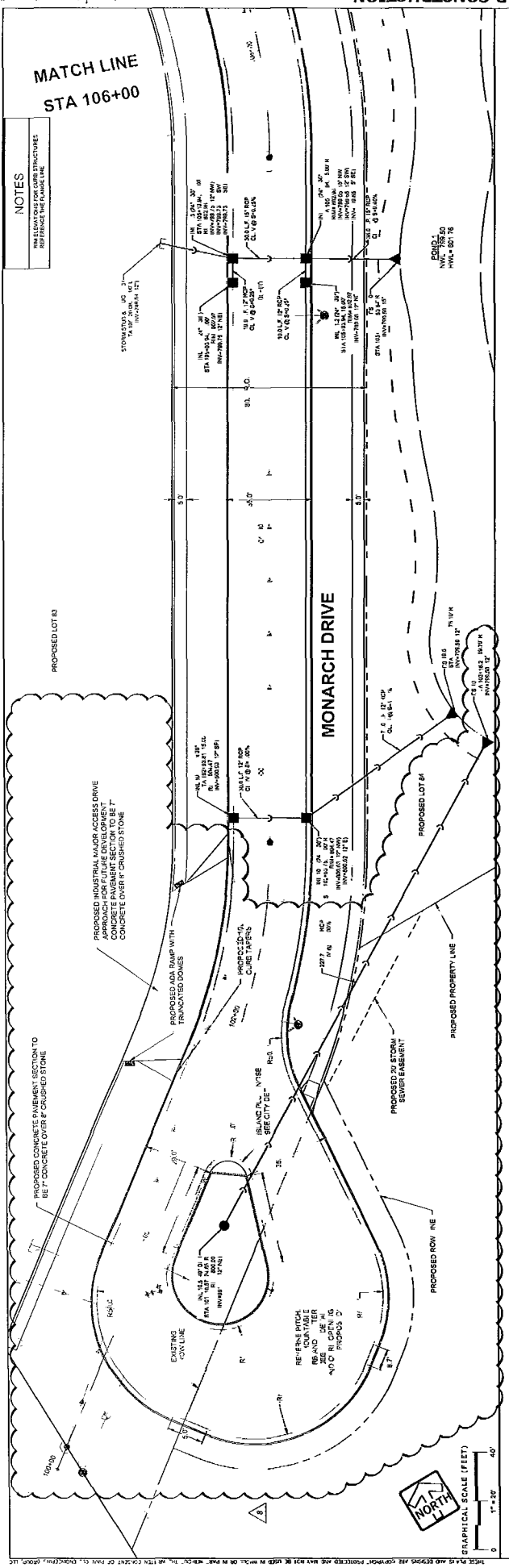
Engineering Department comments

- 7 Add the recording information of Ryan Meadows subdivision to the header of this proposal.
Recording information is included in the legal description
- 8 Indicate in this proposal the sentence "Lot 1 & 2 are served by Public Sewer and Water."
Language added
- 9. Show the section corners coordinates, at least two corners
Completed
- 10 Show the dedication of the right of way by the cul-de-sac of Monarch Drive
Completed
- 11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way
Completed
- 12 The legal description needs to be adjusted to reflect the dedication of the right of way
Completed
- 13 Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development
- 14 Ordinance Division-15 of the City of Franklin"
Language added
- 15 Under the Common Council Approval, insert the word after Approved " and the dedication accepted"
Language added

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County

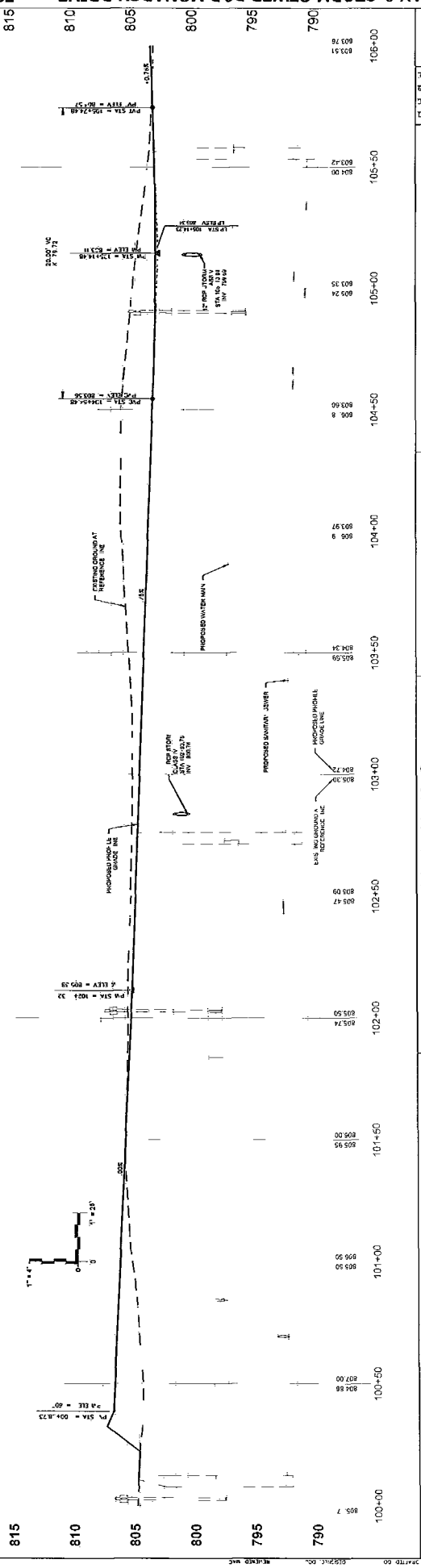
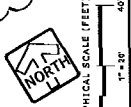
Milwaukee County comments

See attached letter



NOTES
 THE ELEVATIONS FOR OVER STRUCTURES:
 MUST BE TO THE FINISH TOP

MATCH LINE
 STA 106+00



STATION	ELEVATION (FEET)	DESCRIPTION
100+00	807.66	EXISTING GROUND
100+00	807.66	PROPOSED ROADWAY GRADE
101+00	805.96	EXISTING GROUND
101+00	805.96	PROPOSED ROADWAY GRADE
102+00	805.74	EXISTING GROUND
102+00	805.74	PROPOSED ROADWAY GRADE
102+50	805.27	PROPOSED STORM SEWER JUNCTION
103+00	805.27	PROPOSED STORM SEWER BASIN
103+50	805.27	PROPOSED STORM SEWER MANHOLE
104+00	805.27	EXISTING GROUND
104+00	805.27	PROPOSED ROADWAY GRADE
105+00	805.27	EXISTING GROUND
105+00	805.27	PROPOSED ROADWAY GRADE
106+00	805.27	EXISTING GROUND
106+00	805.27	PROPOSED ROADWAY GRADE

REVISIONS

NO.	DATE	DESCRIPTION
1		ADDRESS CITY COMMENTS
2		ADDRESS CITY COMMENTS
3		ADDRESS CITY COMMENTS
4		ADDRESS CITY COMMENTS

ROADWAY & STORM SEWER P&P MONARCH DRIVE

RYAN MEADOWS & LOOMIS BUSINESS PARK FRANKLIN, WI

PROJECT NO. 2024-02-01
 SHEET C-9

PINNACLE ENGINEERING GROUP
 CONSULTING ENGINEERS ARCHITECTS SURVEYORS

1111 N. JILL

FRANKLIN, WI 53120
 TEL: 262.333.8800
 FAX: 262.333.8801
 WWW.PINNACLE-ENG.COM

Item E.1

MEMORANDUM



Date: February 3, 2022
To: Plan Commission
From: Régulo Martínez-Montilva, Principal Planner.
Department of City Development
RE: Item E.1 - Recommendation for additional conditions to the Certified Survey Map and Land Division Variance.

On January 27, 2022, City Development Department and Engineering Department staff, City Attorney and Bear Development LLC (the applicant), held a meeting regarding the cul-de-sac end for Monarch Drive

It is worth noting that the Plan and Profile (P&P) drawing included in the meeting packet (Sheet C-9, dated 05-13-2020) is not the proposed design for the Monarch Drive cul-de-sac

City Engineer Glen Morrow has several comments regarding the cul-de-sac design (see attached e-mail dated February 3, 2022, exhibit #1) The applicant submitted today a preliminary cul-de-sac design which has not been fully review and approved by city staff (Offsite Turnaround Easement, exhibit #2) Therefore, City Development staff recommends to add the following condition to the Certified Survey Map

- The applicant must submit Plan & Profile drawings for Engineering Department review and approval, prior to the recording of the Certified Survey Map. This Certified Survey Map is not approving the "Offsite Turnaround Exhibit" dated February 3, 2022.

Comments from the Engineering Department and Department of Public Works regarding the preliminary cul-de-sac design are attached for consideration of the Plan Commission (Exhibit #3).

In addition, City Development suggests that the applicant must bear the cost for the installation of a dead end traffic sign at the intersection of Monarch Drive and Chicory Street.

Input received from the Fire Department (Exhibit #4) as well as applicant's observations following the 01-27 meeting are attached for reference (Exhibit #5)

A handwritten signature in black ink, appearing to read 'RM'.

Régulo Martínez-Montilva, AICP
Principal Planner - Department of City Development

Regulo Martinez-Montilva

From: Glen Morrow
Sent: Thursday, February 3, 2022 9:28 AM
To: Regulo Martinez-Montilva
Cc: Daniel Szczap, Kevin Schlueter, Tyler Beinlich, Ali Alqayyim, Ronnie Asuncion, Matthew Carey
Subject: monarch drive comments

Regulo,

I have had a chance to confer with staff on the change of a temporary turnaround to a permanent cul-de-sac on Monarch Drive

- 1 We do need an island
 - a The island needs mountable curbing
 - b If it helps with trucks, just making it all concrete is acceptable
 - c Make sure the plans show drainage patterns so we can ensure no ponding happens, an inlet might be needed otherwise
- 2 The exterior edge of the roundabout needs the standard chair-back curbing
- 3 The emergency access drive to Co-part needs to look like a drive with a driver apron and not a continuation of the asphalt road
- 4 Hydrants will need to be moved at least 4-feet behind the curbing
- 5 Sanitary/water easement due south along the Co-part property is expected per discussion. If not
 - a An easement through a locked gate is not acceptable
 - b An easement along the property line of rise is acceptable but storm ponds would not be allowed
 - c Utilities need to be stubbed towards the easement so that extensions won't require excavation in the pavement
- 6 Have drawings show the proposed right-of-way

Glen E. Morrow, PE (WI, IL, IN & MO)

City Engineer / Director of Public Works / Utility Manager

City of Franklin

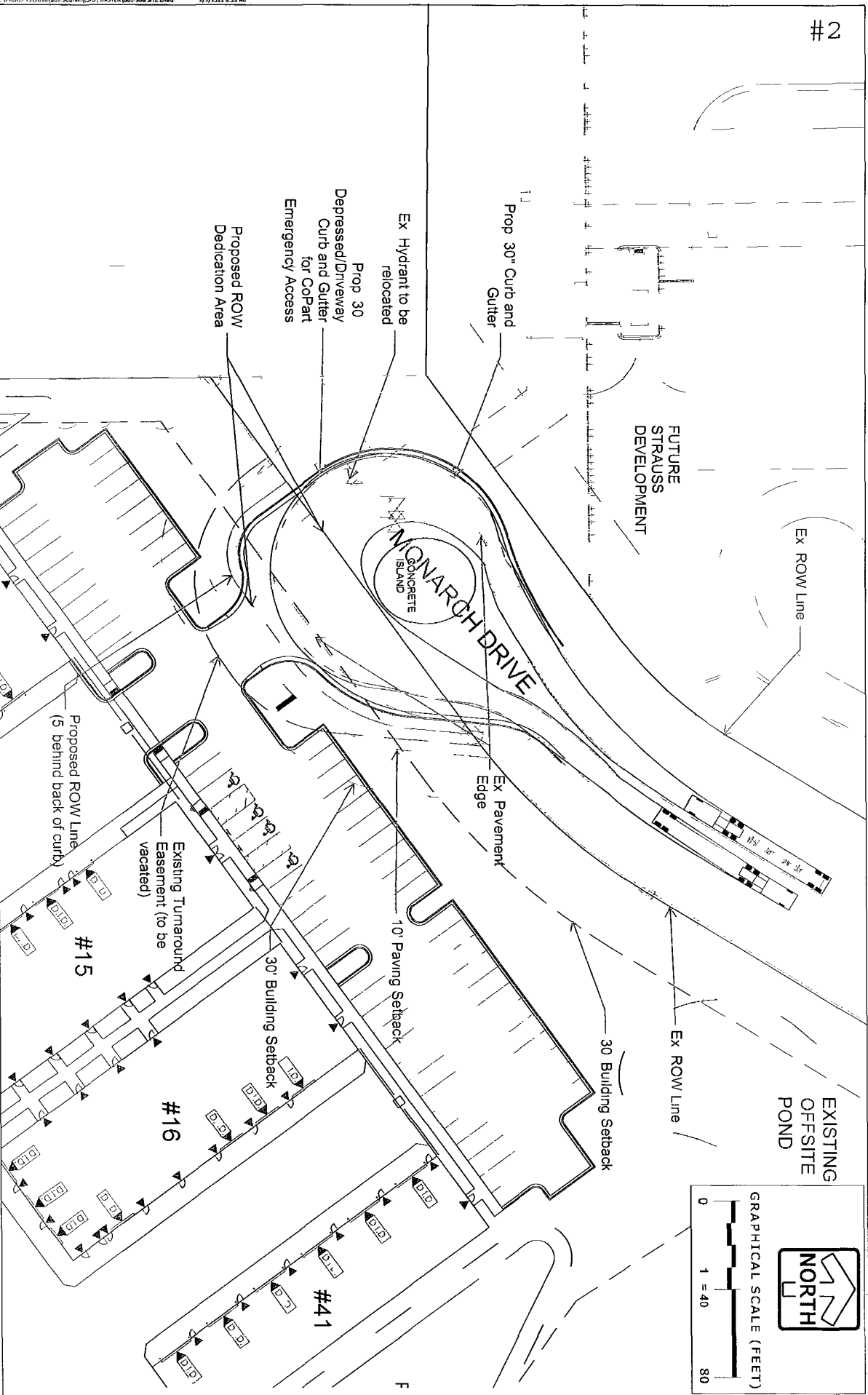
9229 W Loomis Rd

Franklin, WI 53132

414-425-7510



#2



RISE COMMERCIAL - OFFSITE TURNAROUND EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLEENGR.COM

PLAN | DESIGN | DELIVER

PEGJOB# 809 90B

2/3/22

Regulo Martinez-Montilva

From: Tyler Beinlich
Sent: Thursday, February 3, 2022 3:37 PM
To: Regulo Martinez-Montilva, Glen Morrow
Cc: Ronnie Asuncion, Kevin Schlueter
Subject: RE: monarch drive comments

Glen/Regulo – Glen's original comments are below, additional comments in red

I have had a chance to confer with staff on the change of a temporary turnaround to a permanent cul de-sac on Monarch Drive

- 1 We do need an island
 - a The island needs mountable curbing
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 - b An easement along the property line of rise is acceptable but storm ponds would not be allowed
 - c Utilities need to be stubbed towards the easement so that extensions won't require excavation in the pavement
- 6 Have drawings show the proposed right-of-way
- 7 Minimum 10-ft right of way from back of curb (standard is 15 5')
- 8 Curb and gutter should extend all the way around the cul-de sac (through driveways)
- 9 Driveway aprons should be concrete
10. Extend the 5-ft sidewalk

Thanks,
Tyler Beinlich, P.E.
 Assistant City Engineer
 9229 W Loomis Rd
 Franklin, WI 53132
 (414) 425-7510



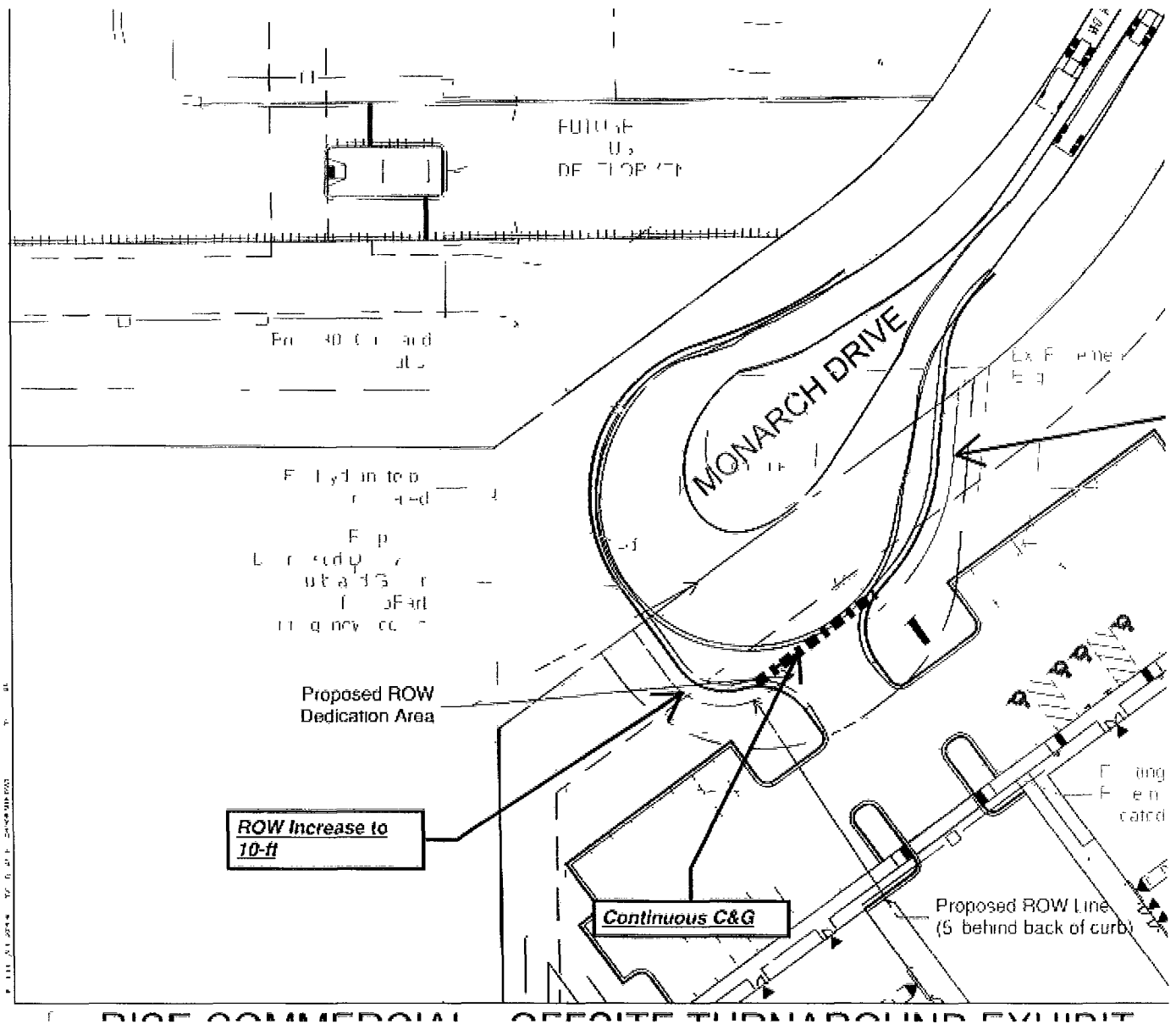
From: Ronnie Asuncion
Sent: Thursday, February 3, 2022 12:20 PM
To: Glen Morrow <GMorrow@franklinwi.gov>

Cc: Kevin Schlueter <KSchlueter@franklinwi.gov>, Tyler Beinlich <TBeinlich@franklinwi.gov>
Subject: RE: monarch drive comments

Comments:

- Install a concrete driveway approach for emergency access
- Increase the proposed 5-ft right-of-way line behind the back of curb to 10-ft for snow storage around the proposed cul-de-sac. Our standard for the 60-ft right of way is 15.5 feet behind the back of curb

Kevin, for snow plowing, do we need the curb & gutter to go thru the driveway opening?



Thank you,

Franklin

Ronnie Asuncion
Eng Lead Tech
(414) 425-7510
Rasuncion@franklinwi.gov

From: Glen Morrow
Sent: Thursday, February 3, 2022 11:26 AM
To: Engineering Dept <EngineeringDept@franklinwi.gov>, Kevin Schlueter <KSchlueter@franklinwi.gov>, Mike Roberts <MRoberts@franklinwi.gov>
Cc: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>, Daniel Szczap <dszczap@beardevelopment.com>, Matthew Carey <Matt.Carey@pinnacle-engr.com>
Subject: FW: monarch drive comments
Importance: High

Engineering & DPW Team,
Can you all review and have comments by today by 3:30? Please grade on the comments that I provided this morning and funnel to Ronnie

Ronnie, please summarize comments and email to myself and Regulo before 4:00. They are needed for tonight's PC meeting

I am at the hospital this afternoon but will be back for the meeting tonight. Regulo has another meeting that starts at 5:00
Glen

From: Daniel Szczap <dszczap@beardevelopment.com>
Sent: Thursday, February 3, 2022 11:13 AM
To: Glen Morrow <GMorrow@franklinwi.gov>; Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Cc: Kevin Schlueter <KSchlueter@franklinwi.gov>, Tyler Beinlich <TBeinlich@franklinwi.gov>, Ali Alqayyim <AAAlqayyim@franklinwi.gov>, Ronnie Asuncion <RASuncion@franklinwi.gov>, Matthew Carey <Matt.Carey@pinnacle-engr.com>
Subject: RE: monarch drive comments

All

Please see attached
I believe everything is accommodated in the drawing attached
We are requesting acceptance of the ROW line location we have shown. Upon your approval, we will amend the CSM. The way it's currently shown is too large.
I imagine the CSM can be approved, subject to technical changes and corrections by Staff.

Regarding the island, it would need to be located in the middle area as shown in the attached now. Based on further design, it will likely include an inlet and storm pipe drain out of it for snow melt. The island might also make traffic flow into RISE a bit awkward as cars and smaller trucks will need to navigate the island.
The easement requirements/discussions are ongoing.

We look forward to your comments.

Thanks,

Dan Szczap
Bear Development, LLC
Direct: 262.842.0556
Mobile: 262.949.3788
dan@BearDevelopment.com
www.BearDevelopment.com



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From: Glen Morrow <GMorrow@franklinwi.gov>
Sent: Thursday, February 3, 2022 9:28 AM
To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Cc: Daniel Szczap <dszczap@beardevelopment.com>, Kevin Schlueter <KSchlueter@franklinwi.gov>, Tyler Beinlich <TBeinlich@franklinwi.gov>, Ali Alqayyim <AAlqayyim@franklinwi.gov>, Ronnie Asuncion <RASuncion@franklinwi.gov>, Matthew Carey <Matt.Carey@pinnacle-engr.com>
Subject: monarch drive comments

Regulo,

I have had a chance to confer with staff on the change of a temporary turnaround to a permanent cul de-sac on Monarch Drive

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Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132
414-425-7510



Regulo Martinez-Montilva

From: Adam Remington
Sent: Thursday, January 27, 2022 10 04 AM
To: Regulo Martinez-Montilva
Cc: James Mayer
Subject: RE Plan Commission meeting agenda for 2-3-22

Regulo,

I would be OK with the termination/cul-de-sac in that case

From: Regulo Martinez-Montilva
Sent: Thursday, January 27, 2022 10 02 AM
To: Adam Remington <ARemington@franklinwi.gov>
Cc: James Mayer <JMayer@franklinwi.gov>
Subject: RE Plan Commission meeting agenda for 2-3-22

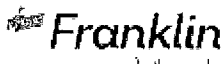
Adam,

I did a site visit last Friday to Monarch Drive and noticed hydrants at the end of Monarch, pictures attached

I hope this helps

Régulo Martínez-Montilva, AICP
Principal Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Phone (414) 425-4024 / 427-7564
RMartinez-Montilva@franklinwi.gov



From: Adam Remington
Sent: Thursday, January 27, 2022 9:56 AM
To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Cc: James Mayer <JMayer@franklinwi.gov>
Subject: RE Plan Commission meeting agenda for 2-3-22

Regulo,

I am unable to attend this afternoon I don't necessarily have a problem with this plan due to the cul-de-sac allows our vehicles to turn around easily Can you also confirm that there will be hydrants the entire span?

Thanks,

Adam

From: Regulo Martinez-Montilva
Sent: Thursday, January 27, 2022 9:39 AM
To: Adam Remington <ARemington@franklinwi.gov>, Rick Oliva <ROliva@franklinwi.gov>
Cc: Heath Eddy <HEddy@franklinwi.gov>, Jesse Wesolowski <jweslaw@aol.com>
Subject: FW: Plan Commission meeting agenda for 2-3-22

Fire and Police Chiefs,

I apologize for the short notice. I am forwarding the invitation for a meeting today at City Hall (1pm) with City staff and Bear Development regarding Monarch Drive, cul-de-sac or road extension?

Attached plan and narrative submitted by the applicant

If you are not able to attend, we would appreciate your input about this matter by e-mail any time prior to the Plan Commission meeting scheduled for February 3.

Thank you,
Régulo Martínez-Montilva, AICP
Principal Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Phone (414) 425-4024 / 427-7564
RMartinez-Montilva@franklinwi.gov



From: jweslaw <jweslaw@aol.com>
Sent: Wednesday, January 26, 2022 5:44 PM
To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Cc: janewrfmlaw@aol.com, Heath Eddy <HEddy@franklinwi.gov>, Marion Ecks <MEcks@franklinwi.gov>, Gail Olsen <GOlsen@franklinwi.gov>, Isabelle Jardas <IJardas@franklinwi.gov>, Steve Olson <Solson@franklinwi.gov>
Subject: Re: Plan Commission meeting agenda for 2-3-22

My recollection from whenever the cul-de-sac distance limit was 'challenged' years ago, is that the Fire Chief and Police Chief were adamantly opposed to any change. Assume this subject will be the meeting at 1 p.m. tomorrow. Maybe should let the Chiefs know about it.

On Jan 26, 2022, at 4:22 PM, Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov> wrote:

Item E 1 has been amended because Bear Development submitted a Land Division Variance for the Monarch Drive cul-de-sac over 800 feet.

See agenda with track changes, I am still working on the resolutions.

Thank you,

Régulo Martínez-Montilva, AICP

Principal Planner - Department of City Development

City of Franklin

9229 W Loomis Road

Franklin, WI 53132

Phone (414) 425-4024 / 427 7564

RMartinez_Montilva@franklinwi.gov

<image001.jpg>

From: jnewrfmlaw@aol.com <jnewrfmlaw@aol.com>

Sent: Wednesday, January 26, 2022 10.43 AM

To: Heath Eddy <HEddy@franklinwi.gov>, Régulo Martínez-Montilva <RMartinez_Montilva@franklinwi.gov>; Marion Ecks <MEcks@franklinwi.gov>; Gail Olsen <GOlsen@franklinwi.gov>; Isabelle Jardas <IJardas@franklinwi.gov>

Cc: Steve Olson <Solson@franklinwi.gov>, Jesse Wesolowski <jweslaw@aol.com>

Subject: Plan Commission meeting agenda for 2-3-22

See attached agenda, draft ordinance and draft resolution for Item D 1 and draft resolution for Item E 1

Jane C. Kassis, Legal Secretary

Wesolowski, Reidenbach & Sajdak, S C

11402 West Church Street

Franklin, WI 53132

(414) 529-8900

jnewrfmlaw@aol.com

<image003.jpg> Virus-free www.avast.com

<2022-0203 Plan Commission Agenda - RM 1-26 doc>

Regulo Martinez-Montilva

From: Daniel Szczap <dszczap@beardevelopment.com>
Sent: Wednesday, February 2, 2022 1:59 PM
To: Glen Morrow, Regulo Martinez-Montilva, Heath Eddy, Tyler Beinlich, Jesse Wesolowski
Cc: Matthew Carey
Subject: Development Review Summary- 1/27/2022

Follow Up Flag: Follow up
Flag Status: Flagged

All

Please accept this email as a summary of the Monarch Drive meeting held on January 27th.
The purpose of the meeting was to discuss a reasonable solution to terminate Monarch Drive.

Observations.

- 1) Monarch Road cannot extend west as the Copart site is developed
- 2) Monarch Road cannot extend south because of significant environmental issues (wetlands, SEWRPC Isolated Natural Area, Mature Woodlands)
- 3) Only reasonable option is a permanent, dedicated cul-de-sac and a variance to allow an extended cul-de-sac street

Entitlement Path

- 1) Certified Survey Map
 - a) CSM has been revised and submitted to show a public ROW dedication at the end of Monarch Drive to accommodate a cul-de-sac sufficient for truck turning movements
 - b) The exact size of the ROW dedication shall be subject to Staff review and comments
 - c) Direction from staff is needed on the following
 - i) Confirmation that an island is not required
 - ii) Required dimension between back of curb and ROW line. This affects the RISE Commercial site planning
- 2) Land Division Variance
 - a) Variance is to allow for a cul-de-sac street to exceed 800' in length
 - b) Variance was submitted per Staff direction
 - c) Direction from Staff is needed should any additional traffic signage be required (No Outlet)
 - d) The Variance was discussed to be reasonable as it serves only 3 properties
 - e) Fire Department and Police Department have no objection

I appreciate everyone taking the time to meet and collaborate on a solution.
If there are any questions or additional comments, please let me know.

Thanks,

Dan Szczap
Bear Development, LLC
Direct: 262.842.0556
Mobile: 262.949.3788
dan@BearDevelopment.com
www.BearDevelopment.com

BEAR
DEVELOPMENT

A **BEAR** COMPANY
REAL ESTATE

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/15/22</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM M-1 LIMITED INDUSTRIAL DISTRICT AND R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO M-1 LIMITED INDUSTRIAL DISTRICT</p> <p>(GENERALLY LOCATED AT THE END OF MONARCH DRIVE IN THE RYAN MEADOWS SUBDIVISION (LOT 84 OF RYAN MEADOWS AND AN ADJACENT PROPERTY LOCATED ON THE WEST SIDE OF SOUTH 112TH STREET)</p> <p>(APPROXIMATELY 22.88 ACRES)</p> <p>(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT)</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

At the January 20, 2022, regular meeting, the Plan Commission carried a motion to recommend approval of this ordinance, the vote was 6-0-0.

This item is concurrent with the previous item for certified survey map in this meeting's agenda.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2022-_____, an ordinance to amend the Unified Development Ordinance (zoning map) to rezone a certain parcel of land from M-1 Limited Industrial District and R-2 Estate Single-Family Residence District to M-1 Limited Industrial District (generally located at the end of Monarch Drive in the Ryan Meadows subdivision (Lot 84 of Ryan Meadows and an adjacent property located on the west side of South 112th Street) (approximately 22.88 acres).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 12-28-21]

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
LAND FROM M-1 LIMITED INDUSTRIAL DISTRICT AND R-2 ESTATE SINGLE-
FAMILY RESIDENCE DISTRICT TO M-1 LIMITED INDUSTRIAL DISTRICT
(GENERALLY LOCATED AT THE END OF MONARCH DRIVE IN THE RYAN
MEADOWS SUBDIVISION (LOT 84 OF RYAN MEADOWS AND AN ADJACENT
PROPERTY LOCATED ON THE WEST SIDE OF SOUTH 112TH STREET)
(APPROXIMATELY 22.88 ACRES)
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT)

WHEREAS, Stephen R. Mills, President of Bear Development, LLC having petitioned for the rezoning of approximately 22.88 acres of land, from M-1 Limited Industrial District and R-2 Estate Single-Family Residence District to M-1 Limited Industrial District, such land generally located at the end of Monarch Drive in the Ryan Meadows subdivision (Lot 84 of Ryan Meadows subdivision and an adjacent property located on the west side of South 112th Street) [*the Rezoning is contingent upon approval of the concurrent Certified Survey Map application*]; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 20th day of January, 2022, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for land generally located at the end of Monarch Drive in the Ryan Meadows subdivision (Lot 84 of Ryan Meadows subdivision and an adjacent property located on the west side of South 112th Street), described below, be changed from M-1 Limited Industrial District and R-2 Estate Single-Family Residence District to

M-1 Limited Industrial District:

Being a part of Parcel 1 of Certified Survey Map No. 975, as recorded in the Register of Deeds office for Milwaukee County as Document No. 4446377, located in the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of Parcel 1 of Certified Survey Map No. 975; Thence South 89°42'41" East along the north line of said Parcel 1, 743.83 feet to the east line of said Parcel 1; Thence South 00°33'39" East along said east line and then continuing, 575.04 feet; Thence North 77°18'53" West, 764.02 feet to the west line of said Parcel 1; Thence North 00°34'05" West along said west line, 411.00 feet to the Point of Beginning.

Tax Key No.: part of 938-9994-004.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ORDINANCE NO. 2022-_____

Page 3

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

October 18, 2021

Mr Regulo Martinez-Montilva
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Re: Singh Parcel Rezoning

Dear Mr Martinez-Montilva:

Please accept this letter and the enclosed submittal materials as formal application for zoning reclassification for a portion of the Gurjit Singh property in the City of Franklin Bear Development is the contract purchaser of the subject property

Project Summary

Bear Development, LLC is the contract purchaser of approximately 8 acres of land in the City of Franklin The land is part of a 32-acre parcel located on the west side of 112th Street The property is vacant and currently being used for agricultural purposes

The subject property is directly east of the Loomis Business Park The property is vacant and currently being used for agricultural purposes

Part of Tax Key Number: 938-9994-004

The Rezoning application is being submitted together with a Comprehensive Plan Amendment and Certified Survey Upon favorable hearing, the applicant intends to incorporate the subject property into the Loomis Business Park and develop the site in compliance with M-1 Limited Industrial District

Current Zoning- East Side of Loomis Road

The subject property is currently zoned R-2 Single-Family District

Adjacent Zoning

North: R6 Residential (Ryan Meadows Outlot)

South: R2 Residential

East: R2 Residential

West: M-1 Industrial and R2 Residential

Proposed Zoning

The applicant is requesting a zoning reclassification from the R-2 Residential District to the M-1 Limited Industrial District. The requested reclassification is in conformance with the Comprehensive Plan designation of Business Park.

Current Land Use

The property is currently vacant and used for agricultural purposes. The property is separated from the "parent" parcel acreage by a significant wetland.

Adjacent Land Use

North: Vacant, Ryan Meadows HOA Outlot

South: Agriculture

East: Residential

West: Vacant, Loomis Business Park

Proposed Land Use

The Rezoning application is being submitted together with a Comprehensive Plan Amendment and Certified Survey. Upon favorable hearing, the applicant intends to incorporate the subject property into the Loomis Business Park and submit a Site Plan for a commercial end user to develop the site in compliance with M-1 Limited Industrial District.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

Daniel Szczap
Bear Development, LLC

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
generalplanning@franklinwi.gov
 (414) 425-4024
franklinwi.gov



APPLICATION DATE _____

STAMP DATE city use only

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME S R Mills	NAME Daniel Szczap
COMPANY Bear Development, LLC	COMPANY Bear Development, LLC
MAILING ADDRESS 4011 80th Street	MAILING ADDRESS 4011 80th Street
CITY/STATE Kenosha, WI ZIP 53142	CITY/STATE Kenosha, WI ZIP 53142
PHONE (262) 949-3788	PHONE (262) 949-3788
EMAIL ADDRESS dan@beardevelopment.com	EMAIL ADDRESS dan@beardevelopment.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS Vacant, 112th Street	TAX KEY NUMBER Part of 938-9994-004
PROPERTY OWNER Gurjit Singh	PHONE (262) 378-9177
MAILING ADDRESS 15308 67th Street	EMAIL ADDRESS prlcmke@gmail.com
CITY/STATE Kenosha, WI ZIP 53142	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s) knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application.)

- I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE
NAME & TITLE Gurjit Singh, Owner DATE _____	NAME & TITLE S R Mills, President DATE _____
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE _____ DATE _____	NAME & TITLE Daniel Szczap, Project Manager DATE _____

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 ½" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of way, natural resources/green space and drainage issues/concerns, etc.])
 - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$6,000 New PDD
 - \$3,500 PDD Major Amendment
 - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15 7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
 - Minor PDD Amendment requests require Plan Commission review and Common Council approval

REZONING

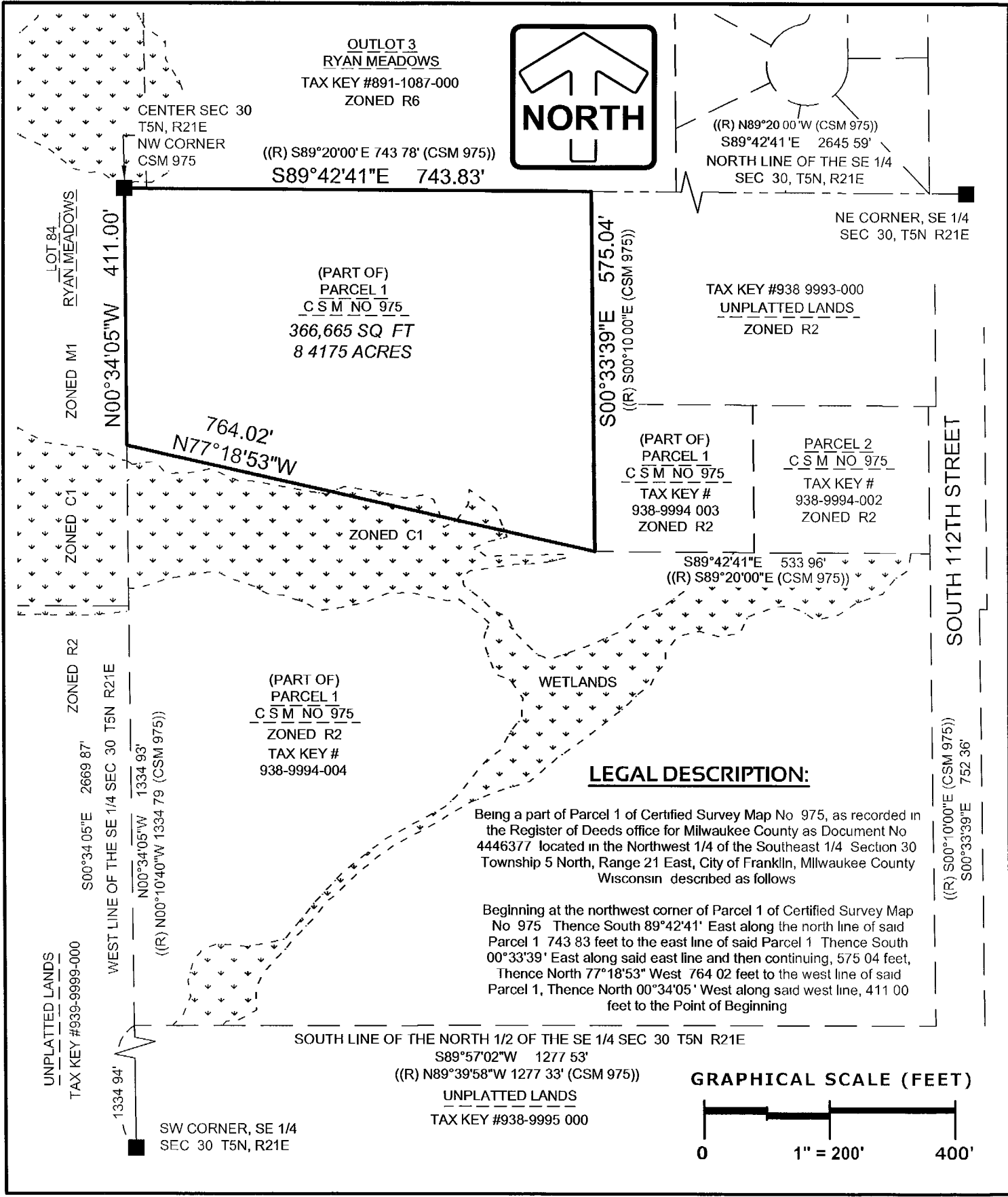
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,250
 - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
 - Requires a Class II Public Hearing notice at Plan Commission

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,500 New Special Use > 4000 square feet
 - \$1,000 Special Use Amendment
 - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations found in Section 15 3 0701(A), (B), and (C) of the UDO available at www.franklinwi.gov
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", The submittal should include only those plans/items as set forth in Section 15 7 0101, 15-7 0301 and 15 5 0402 of the UDO that are impacted by the development (e g , Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, including description of the proposed text amendment
 - Requires a Class II Public Hearing notice at Plan Commission
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

10/20/2021

PLAN | DESIGN | DELIVER

PEG JOB#809 90A

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/15/2022
REPORTS & RECOMMENDATIONS	Acceptance of Public Improvements in Conjunction with the 'Development Agreement for Tax Incremental Financing District No. 6 Public Improvements and Ryan Meadows Subdivision'	ITEM NUMBER G.6.

BACKGROUND

Pursuant to the development of the Tax Incremental District No. 6 Public Improvements and Ryan Meadows Subdivision, the developer has substantially completed its obligations and is requesting, per the attached letter, that the City accept the public infrastructure regarding the same.

ANALYSIS

The City Engineer has reviewed the project requirements and concurs that all public improvements are complete, as prescribed and required in the agreement, with the exception of the final lift of asphalt plus the one-year warranty. As such, and because the City would like the developer to delay in completing the final lift of asphalt until at least 80% of the new homes in the area are constructed, staff is reviewing the agreement in detail to ensure that acceptance of the completed infrastructure does not carry unintended consequences.

The City Attorney, City Engineer, and Director of Administration are in the process of reviewing all project details with the expectation that staff will be ready to present a recommendation to the Council at the Meeting on Tuesday, February 1, 2022.

The project review includes a complete review of:

- (1) the TID No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.;
- (2) the First Amendment to TID No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.;
- (3) the Development Agreement for TID No. 6 Public Improvements and Ryan Meadows Subdivision;
- (4) the bond, in the amount of \$11,095,010.30, currently held by the City;
- (5) any outstanding costs, invoices, or similar with regard to the project, and
- (6) any other related documents on this matter.

Because a meeting is still pending between staff and the Developer on this matter, there is a request to table this matter until such time staff is able to work through the issue and bring a recommendation to the Common Council.

RECOMMENDATION

No recommendation at this time.

COUNCIL ACTION REQUESTED

Motion to table this matter until such time staff is able to work through the issue and bring a recommendation to the Common Council.

Director of Administration/City Attorney/City Engineer

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>2/15/2022</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council approval of an amended Mutual Aid Box Alarm System (MABAS) agreement holding the Department of Defense harmless in the event of discharge of firefighting foam containing “forever chemicals” by the 128th Air Refueling Wing.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.7.</p>

Background:

Wisconsin Department of Natural Resources Administrative rules adopted under 2019 Wisconsin Act 101 bans the use of firefighting foam containing perfluoroalkyl and polyfluoroalkyl or “PFAS” in all circumstances except for emergency firefighting operations. These so-called “forever chemicals” have been common in most or all firefighting foam since the 1950s. They do not break down in the environment and have been linked to certain cancers and other health conditions. Upon learning of the properties of PFAS and the impending rule changes, in 2019 the Franklin Fire Department (FFD) contracted an environmental disposal company to remove and flush foam from all apparatus, and to properly dispose of all foam, wastewater and container materials consistent with DNR and EPA requirements. FFD has replaced all PFAS foam with new non-PFAS alternatives.

Foam of either type is primarily used in fighting liquid hydrocarbon or alcohol-based fuel fires. The Federal Aviation Administration (FAA) and Department of Defense (DoD) have not yet approved any non-PFAS foams for use in aircraft firefighting operations, and Milwaukee County General Mitchell International Airport (GMIA) Fire Department and the 128th Air Refueling Wing Fire Department carry significant amounts PFAS foam for aircraft crash/rescue operations.

Though highly improbable, it is conceivable that FFD could request either of these agencies for a large liquid fuel fire (i.e., tanker truck spill and fire), and the Department of Defense is therefore requiring all fire departments that interact with military firefighting agencies across the country through the Mutual Aid Box Alarm System (MABAS) to sign amended MABAS agreements holding the DoD harmless for discharge of PFAS-containing foam in states and communities that have restrictions in place.

The City Attorney has reviewed the document and provided recommended changes; however, unlike the Milwaukee Shared Services Agreement, where Franklin was eventually able to leverage language changes that were adopted by all other county agencies, MABAS agreement is interstate and even international scope, and we have no ability to enforce local preferences.

Request:

The 128th Air Refueling Wing Fire Department is not part of the Milwaukee County Shared Services, but still interacts with these departments according to preexisting MABAS agreements. The 128th is requesting on behalf of on behalf of the DoD that all Milwaukee County municipalities approve an amended MABAS agreement (enclosed) with language holding the DoD harmless for discharge of PFAS-containing firefighting foam.

The fire chief recommends approval of the agreement upon consideration of the following safeguards:

1. Use of PFAS foam is legal in emergency firefighting operations in Wisconsin.
2. Specific aircraft firefighting resources would only be requested and respond to Franklin if the nature and scope of the emergency dictated the necessity (i.e., airplane crash or large fuel fire within Franklin jurisdiction).
3. The nature and scope of the incident on face value would dictate whether the use of PFAS foam is legal and appropriate.
4. An incident that would warrant a response of these resources (i.e., large fuel spill) is by definition already a hazardous materials spill that requires remediation for which the "spiller" is already legally responsible.
5. An incident requiring Aircraft firefighting resources within local jurisdiction is highly improbable (though not inconceivable); however, there would be no other alternative if those resources are truly needed.

COUNCIL ACTION REQUESTED

Request Council approval of an amended MABAS agreement holding the Department of Defense harmless in the event of discharge of firefighting foam containing "forever chemicals" by the 128th Air Refueling Wing.



NATIONAL GUARD BUREAU
3501 FETCHET AVENUE
JOINT BASE ANDREWS MD 20762-5157

19 July 2021

MEMORANDUM FOR ALL ANG F&ES DEPARTMENTS

FROM: NGB/A4

SUBJECT: AFFF Usage Policy Change

1. This letter is to provide interim guidance for any department that does not have the indemnity and hold harmless clause in their Mutual Aid Agreement, Memorandum of Understanding or Memorandum of Agreement, as highlighted below. The department will no longer dispense AFFF on any Mutual Aid response effective immediately upon receipt of this memorandum.

a. IAW AFI 32-2001 Mutual Aid Agreement Template “which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws.”

2. AFFF is primarily for petroleum based fires. Therefore, without this indemnity clause do not dispense even if requested. Departments should coordinate with their mutual aid partners to ensure there is a clear understanding and expectation of level of response and resources on all incidents.

3. Departments who do not have this indemnity clause are to report this status to my POC Mr. Charles B. Loveday: charles.loveday.2@us.af.mil. If you have questions or concerns he can be reached at DSN 612-8170 or commercial (240) 612-8170. Thank you for all you do.

A handwritten signature in black ink, appearing to read "Walter L. Moddison".

Digitally signed by
MODDISON WALTER L 11520195
28
Date: 2021.07 19 10:49:40 -04'00'

WALTER L. MODDISON, Colonel, USAF
Deputy Director, Engineering

cc:

NGB/A4 Principal Director
NGB/A4 Associate Director, Engineering
NGB/A4X Division Chief
Unit MSG/BCE/DBCE

MEMORANDUM OF AGREEMENT BETWEEN
THE 128th AIR REFUELING WING (128 ARW) AIR NATIONAL GUARD (ANG)
MILWAUKEE, WISCONSIN
AND
THE MEMBER UNITS OF THE MUTUAL AID BOX ALARM SYSTEM (MABAS)
FOR
MUTUAL AID BOX ALARM SYSTEM (MABAS)
AGREEMENT NUMBER: FB6491-21224-001

This is a Memorandum of Agreement (MOA) between the 128th Air Refueling Wing (128 ARW) and the Member Units of the Mutual Aid Box Alarm System (MABAS). When referred to collectively, the 128 ARW and the Member Units of the MABAS are referred to as the "Parties."

1. BACKGROUND:

1.1. WHEREAS, this MOA establishes the Parties hereto have determined because of geographic considerations it is important for Wisconsin units to coordinate mutual aid through the MABAS for the effective and efficient provision of mutual aid; and

1.2. WHEREAS, it is recognized and acknowledged that emergencies, natural disasters and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

1.3. WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; Such a contract may be with municipalities of another state (Wis. Stats. 66.0303(3)(b)); and

1.4. WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.; and

1.5. WHEREAS, Wisconsin Statute 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

1.6. WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs; and

1.7. WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

1.8. WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation MABAS as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

1.9. WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

1.10. WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and

1.11. WHEREAS, the Parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further provision of said protection of life and property from an emergency or disaster; and

1.12. NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the MABAS and the covenants contained herein, the Parties hereto agree as follows:

2. AUTHORITIES:

2.1. Wis. Admin. Code. Chapter WEM 8

2.2. Wisconsin Statute 66.0301(2)

2.3. Wisconsin Statute 66.03125

2.4. Wisconsin Statute 66.0303(3)(b)

2.5. 5 ILCS 220/1 et seq.

2.6. 2005 Wis. Act 257 amended § 166.03(2)(a), of Wisconsin Statutes

2.7. Mutual Aid Box Alarm System (MABAS)

2.8. DoDI 4000.19, *Support Agreements*

3. PURPOSE:

3.1. It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public.

3.2. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public.

3.3. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

3.4. Definitions:

3.4.1. "Mutual Aid Box Alarm System" (MABAS): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time.

3.4.2. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS.

3.4.3. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency.

3.4.4. "Aiding Unit": A Member Unit furnishing equipment, personnel and/or services to a Stricken Unit.

3.4.5. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

3.4.6. "Division": The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.

3.4.7. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.

3.4.8. "Executive Board": The statewide oversight board of MABAS, which is comprised of Division representatives.

3.4.9. "MABAS or 'Mutual Aid Box Alarm System' Region": WEM regional areas as identified by the Adjutant General under ss. 166.03(2)6.(b)1., Stats.

3.4.10. "Chief Officer": The highest ranking officer within a fire, rescue or emergency medical services unit.

3.4.11. "Incident Command System" has the meaning specified in s. 166.02(6m), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. Both Parties will –

4.1.1. The Member Units hereby authorize and direct their respective Chief Officer, or his/her designee, to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Chief Officer, or his/her designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

4.1.2. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander, or his/her designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he/she shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

4.1.3. The Chief Officer, or his/her designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

4.1.3.1. Determine what equipment, personnel and/or services is requested according to the system maintained by the MABAS.

4.1.3.2. Determine if the requested equipment, personnel and/or services can be committed in response to the request from the Stricken Unit.

4.1.3.3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the MABAS.

4.1.3.4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

5. PERSONNEL:

5.1. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel.

5.2. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit.

5.3. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit.

5.4. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his/her designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the 128 ARW–

6.1.1.1. MSgt Ronald J. Simon, 128 ARW Fire Chief
COMM: (414) 944-8203

6.1.1.2. John G. Charlier, 128 ARW Deputy Fire Chief
COMM: (414) 944-8458

6.1.2. For the Member Units of the MABAS –

6.1.2.1. See Attachment A

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 128 ARW, to –

6.2.1. 128th Air Refueling Wing
Base Civil Engineer
1685 East Grange Avenue
Milwaukee, Wisconsin 53207-6151

and, if to the Member Units of the MABAS, to –

6.2.2. See Attachment A

with duplicate copies sent to the State of Wisconsin, addressed,

6.2.3 Wisconsin Emergency Management

Fire Service Coordinator
2400 Wright Street, Room 213
P.O. Box 7865
Madison, Wisconsin 53700-7865
(608) 220-6049

or as may from time to time otherwise be directed by the Parties.

6.3. INSURANCE:

6.3.1. Each Party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability.

6.3.2. No Party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel.

6.3.3. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction.

6.3.4. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS.

6.3.5. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

6.4. INDEMNIFICATION LIABILITY AND WAIVER OF CLAIMS:

6.4.1. Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel.

6.4.2. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

6.4.3. All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each Party for its own employees provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel.

6.4.4. Furthermore, MABAS agrees to indemnify and hold harmless the United States of America from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to MABAS, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect MABAS' obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from this use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the MABAS, which obligation shall survive such termination.

6.5. NON-LIABILITY FOR FAILURE TO RENDER AID:

6.5.1. The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response.

6.5.2. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

6.5.3. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a Party for withdrawal of aid once provided pursuant to the terms of this Agreement.

6.6. REVIEW OF AGREEMENT: This MOA will be reviewed and validated by a support agreement manager of each party to the agreement no less often than mid-point (e.g., at year four in an eight-year agreement) from the agreement's effective date.

6.7. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This Agreement may only be amended by written consent of all the Parties hereto.

6.8. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between or in accordance with DoDI 4000.19.

6.9. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties. Any Party hereto may terminate its participation in this Agreement at any time, provided that the Party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and

to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

6.10. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.11. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.12. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.13. EXPIRATION DATE: This Agreement expires 9 years after the day the last Party signs.

6.14. CANCELANON OF PREVIOUS AGREEMENT: This paragraph is not applicable.

7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Bureau of the Fiscal Services, US Department of the Treasury, FS Form 7600A. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: This paragraph is not applicable.

7.3. PAYMENT OF BILLS: This paragraph is not applicable.

7.4. FINANCIAL SPECIFICS: Equipment, personnel and/or services provided pursuant to this MOA shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. The Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions.

AGREED:

For the 128 ARW/FD -

For 128 ARW/CES -

RONALD J. SIMON, SMSgt, WI ANG
Fire Chief

MATTHEW J. LEE, Lt Col. WI ANG
Base Civil Engineer / Fire Marshall

(Date)

(Date)

For 128 ARW -

For the State of Wisconsin -

ADRIA P. ZUCCARO, Col, WI ANG
Wing Commander

JELORA J. COMAN, COL, NG
USPFO-WI

(Date)

(Date)

For MMIA FD -

KEVIN DOYNE
Acting Fire Chief

(Date)

For Brookfield FD -

DAVID MASON
Fire Chief

(Date)

For Franklin FD -

ADAM REMINGTON
Fire Chief

(Date)

For Greenfield FD -

JON COHN
Fire Chief

(Date)

For North Shore FD -

ROBERT WHITAKER
Fire Chief

(Date)

For Cudahy FD -

JEFF BLOOR
Fire Chief

(Date)

For Greendale FD -

KENTEN KAIS
Fire Chief

(Date)

For Hales Corners FD -

PETER JASKULSKI
Fire Chief

(Date)

For Oak Creek FD -

MICHAEL KRESSUK JR
Fire Chief

(Date)

For South Milwaukee FD -

JOSEPH KNITTER
Fire Chief

(Date)

For St Francis FD -

NICHOLAS POPLAR
Fire Chief

(Date)

For Wauwatosa FD -

JAMES CASE
Fire Chief

(Date)

For West Allis FD -

MASON POOLER
Fire Chief

(Date)

For Milwaukee FD -

AARON LIPSKI
Fire Chief

(Date)

For Milwaukee County OEM -

CASSANDRA LIBAL
Director

(Date)

For Milwaukee County EMS -

DR. BEN WESTON
Medical Director

(Date)

For MATC -

RUSS SPAHN
Associate Dean, Protective Services

(Date)

DEPARTMENT NAME: Air National Guard	BOX ALARM TYPE: Structure Fire	EFFECTIVE DATE: 18 Dec 2019	MABAS DIVISION 107
BOX ALARM# 3-02	LOCATION OR AREA: 128th Air Refueling Wing - Wisconsin Air National Guard (GMIAP)	AUTHORIZED SIGNATURE:	

LOCAL DISPATCH AREA:

ALARM LEVEL	ENGINES	TRUCKS	SQUADS	AMBULANCES	CHIEFS	SPECIAL EQUIPMENTS	CHANGE OF QUARTERS (Station #)
STILL			128th ARW		128th ARW	128th ARW ARFF	
WORKING STILL	Milwaukee Milwaukee Milwaukee	Milwaukee Milwaukee		Milwaukee (ALS)	Milwaukee	Flight For Life	

MABAS BOX ALARM:

ALARM LEVEL	ENGINES	TRUCKS	SQUADS	AMBULANCES	CHIEFS	SPECIAL EQUIPMENTS	CHANGE OF QUARTERS (Station #)
BOX	Cudahy St Francis	South Milwaukee	Wauwatosa (Rescue 33)	* Bell (BLS) * Bell (BLS)	Cudahy South Milwaukee St. Francis	128th ARW Air Trailer * Sheriffs Command Post	Greendale Engine Franklin Truck Oak Creek Chief
2ND	Greenfield Greendale	Franklin		North Shore	Oak Creek	County Airport (Rescue 9)	Hales Corners Engine West Allis Truck Greendale Chief
3RD	North Shore Hales Corners	West Allis		* Curtis (BLS) * Curtis (BLS)	Greendale	Milwaukee Fire Bells	* New Berlin Engine Wauwatosa Truck North Shore Chief
4TH							
5TH							
INTERDISPATCH REQUEST		1st Choice 109	2nd Choice 102	3rd Choice 106			

INFORMATION
 128th Air Refueling Wing 1919 East Grange Avenue, Milwaukee Located at the intersection of Grange Avenue & Pennsylvania Avenue East side of GMIAP
 * Local Dispatch ONLY
 Working Still Local Dispatch request City of Milwaukee Full Assignment

DEPARTMENT NAME: Air National Guard		BOX ALARM TYPE: Life Safety			EFFECTIVE DATE: 18 Dec 2019		MABAS DIVISION 107			
BOX ALARM# 3-03		LOCATION OR AREA: 128th Air Refueling Wing - Wisconsin Air National Guard (GMIAP)							AUTHORIZED SIGNATURE:	
LOCAL DISPATCH AREA:										
AMBULANCES										
ALARM LEVEL	ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)		
STILL			128th ARW		Bell	128th ARW	128th ARW ARFF			
WORKING STILL	Milwaukee				Milwaukee		Flight For Life			
MABAS BOX ALARM:										
AMBULANCES										
ALARM LEVEL	ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)		
BOX				South Milwaukee Milwaukee	Cudahy St Francis Franklin	County Airport	County Airport (Rescue 3) County Airport (Rescue 9)	County Airport on call in station		
2ND	Hales Corners		North Shore	Oak Creek West Allis	Greendale * Paratech Greenfield	Milwaukee	Wauwatosa			
3RD				Milwaukee	* Bell * Bell * Curtis					
4TH										
5TH										
INTERDIVISIONAL REQUEST		1st Choice 109	2nd Choice 102	3rd Choice 106						
INFORMATION 128th Air Refueling Wing 1919 East Grange Avenue, Milwaukee Located at the intersection of Grange Avenue & Pennsylvania Avenue East side of GMIAP * Local Dispatch ONLY										

DEPARTMENT NAME: Air National Guard		BOX ALARM TYPE: Target Hazard Aircraft Hanger / POL Farm			EFFECTIVE DATE: 18 Dec 2019		MABAS DIVISION 107		
BOX ALARM# 3-08		LOCATION OR AREA: 128th Air Refueling Wing - Wisconsin Air National Guard (GMIAP)			AUTHORIZED SIGNATURE:				
AMBULANCES									
LOCAL DISPATCH AREA:		TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)	
ALARM LEVEL	ENGINES								
STILL			128th ARW			128th ARW	128th ARW ARFF		
WORKING STILL	Milwaukee Milwaukee Milwaukee	Milwaukee Milwaukee		Milwaukee (ALS)		Milwaukee County Airport	County Airport ARFF County Airport ARFF Flight For Life		
MABAS BOX ALARM:									
ALARM LEVEL		ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)
BOX	Cudahy St Francis	South Milwaukee	Wauwatosa (Rescue 33)		* Bell (BLS) * Bell (BLS)		Cudahy South Milwaukee St. Francis	* Sheriffs Command Post	Greendale Engine Franklin Truck Oak Creek Chief
2ND	Greenfield Greendale	Franklin		North Shore			Oak Creek	County Airport (Rescue 9)	Hales Corners Engine West Allis Truck Greendale Chief
3RD	North Shore Hales Corners	West Allis			* Curtis (BLS)		Greendale	Milwaukee Fire Bells	* New Berlin Engine Wauwatosa Truck North Shore Chief
4TH									
5TH									
INTERDIVISIONAL REQUEST		1st Choice 109	2nd Choice 102	3rd Choice 106					
INFORMATION 128th Air Refueling Wing 1919 East Grange Avenue, Milwaukee Located at the intersection of Grange Avenue & Pennsylvania Avenue East side of GMIAP * Local Dispatch ONLY Working Still Local Dispatch request City of Milwaukee Full Assignment									

DEPARTMENT NAME: Air National Guard		BOX ALARM TYPE: Target Hazard Aircraft Crash/ Inflight/ Ground Emergency				EFFECTIVE DATE: 18 Dec 2019		MABAS DIVISION 107	
BOX ALARM# 3-09		LOCATION OR AREA: 128th Air Refueling Wing - Wisconsin Air National Guard (GMIAP)							
AMBULANCES									
LOCAL DISPATCH AREA:		TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)	
ALARM LEVEL	ENGINES								
STILL			128th ARW County Airport			128th ARW County Airport	128th ARW ARFF County Airport AARF County Airport AARF		
WORKING STILL	Milwaukee Milwaukee Milwaukee	Milwaukee Milwaukee		Milwaukee (ALS)		Milwaukee	Flight For Life		
MABAS BOX ALARM:									
ALARM LEVEL	ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)	
BOX	Cudahy St Francis	South Milwaukee	Mauwatosa (Rescue 33)		* Bell (BLS) * Bell (BLS)	Cudahy South Milwaukee St Francis	* Sheriffs Command Post	Greendale Engine Franklin Truck Oak Creek Chief	
2ND	Greenfield Greendale	Franklin		North Shore (ALS)		Oak Creek	County Airport (Rescue 9)	Hales Corners Engine West Allis Truck Greendale Chief	
3RD	North Shore Hales Corners	West Allis			* Curtis (BLS)	Greendale	Milwaukee Fire Bells	* New Berlin Engine Wauwatosa Truck North Shore Chief	
4TH									
5TH									
INTERDIVISIONAL REQUEST		1st Choice 109	2nd Choice 102	3rd Choice 106					
INFORMATION 128th Air Refueling Wing 1919 East Grange Avenue, Milwaukee Located at the intersection of Grange Avenue & Pennsylvania Avenue East side of GMIAP * Local Dispatch ONLY Working Still Local Dispatch request City of Milwaukee Full Assignment									

DEPARTMENT NAME: Air National Guard		BOX ALARM TYPE: Technical Rescue High Angle/ Confined Space/ Trench				EFFECTIVE DATE: 18 Dec 2019	MABAS DIVISION 107	
BOX ALARM# 3-71		LOCATION OR AREA: 128th Air Refueling Wing - Wisconsin Air National Guard (GMIAP)						
LOCAL DISPATCH AREA:		AMBULANCES						
ALARM LEVEL	ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)
STILL			128th ARW			128th ARW	128th ARW ARFF 128 ARW C/S Trailer	
WORKING STILL		South Milwaukee				Cudahy	Cudahy Techs & Special Ops Trailer	
MABAS BOX ALARM:		AMBULANCES						
ALARM LEVEL	ENGINES	TRUCKS	SQUADS	EMS (ALS)	EMS (BLS)	CHIEFS	SPECIAL EQUIPMENT	CHANGE OF QUARTERS (Station #)
BOX				Milwaukee (ALS)			Milwaukee HURT	County Airport on call in station
2ND								
3RD								
4TH								
5TH								
INTERDIVISIONAL REQUEST		1st Choice 109	2nd Choice 102	3rd Choice 106				
INFORMATION 128th Air Refueling Wing 1919 East Grange Avenue, Milwaukee Located at the intersection of Grange Avenue & Pennsylvania Avenue East side of GMIAP								

Milwaukee County Mutual Aid Box Alarm System (MABAS)

Exhibit A

128th Air Refueling Wing, WI ANG, General Mitchell

SMSgt Ronald Simon, Fire Chief
1727 E. Grange Avenue
Milwaukee, WI 53207
Telephone: (414) 944-8203
Email: ronald.simon2@us.af.mil
Alternate: Deputy Fire Chief John Charlier
Telephone: (414) 944-8458

Brookfield

Fire Chief David Mason
2100 N. Calhoun Road
Brookfield, WI 53005
Telephone: (262) 787-3580
Email: mason@ci.brookfield.wi.us
Alternate: Deputy Fire Chief

Franklin

Fire Chief Adam Remington
8901 W. Drexel Avenue Franklin, WI 53132
Telephone: (414) 425-1420
Email: aremington@franklinwi.gov
Alternate: Deputy Fire Chief

Greenfield

Fire Chief Jon Cohn
4333 S. 92nd Street
Greenfield, WI 53228
Telephone: (414) 545-7946
Email: jon.cohn@gffd.us
Alternate: Deputy Fire Chief

North Shore

Fire Chief Robert Whitaker
4401 West River Lane
Brown Deer, WI 53223
Telephone: (414) 357-0113
Email: rwhitaker@nsfire.org
Alternate: Deputy Fire Chief

Milwaukee Mitchell International Airport

Acting Fire Chief Kevin Doyne
5300 S. Howell Avenue
Milwaukee, WI 53207
Telephone: (414) 747-5772
Email: kdoyne@mitchellairport.com
Alternate: Deputy Fire Chief
Telephone: (414) 747-5773

Cudahy

Fire Chief Jeff Bloor
4626 S. Packard Avenue
Cudahy, WI 53110
Telephone: (414) 769-2232
Email: Bloor@ci.cudahy.wi.us
Alternate: Deputy Fire Chief

Greendale

Fire Chief Kenten Kais
5911 W. Grange Avenue
Greendale, WI 53129
Telephone: (414) 423-2131
Email: kkais@greendale.org
Alternate: Deputy Fire Chief

Hales Corners

Fire Chief Peter Jaskulski
10000 W. Forest Home Avenue
Hales Corners, WI 53130
Telephone: (414) 529-6140
Email: pjaskulski@hcpd.net
Alternate: Deputy Fire Chief

Oak Creek

Fire Chief Michael Kressuk, Jr.
7000 S. 6th Street
Oak Creek, WI 53154
Telephone: (414) 570-5641
Email:
Alternate: Asst. Fire Chief

Milwaukee County Mutual Aid Box Alarm System (MABAS)

Exhibit A

South Milwaukee

Fire Chief Joseph Knitter
929 Marshall Court
South Milwaukee, WI 53172
Telephone: (414) 768-8192
Email: knitter@smwi.org
Alternate: Deputy Fire Chief

Wauwatosa

Fire Chief James Case
1600 Underwood Avenue
Wauwatosa, WI 53213
Telephone: (414) 471-8490
Email: jcase@wauwatosa.net
Alternate: Deputy Fire Chief

City of Milwaukee

Fire Chief Aaron Lipski
10000 W. Forest Home Avenue
Milwaukee, WI 53233
Telephone: (414) 286-8947
Email: alipski@milwaukee.gov
(copy to): cfinger@milwaukee.gov
Alternate: Deputy Fire Chief

Milwaukee County EMS

Dr. Ben Weston, Medical Director
MCW Hub for Collaborative Medicine
8701 W. Watertown Plank Road
Milwaukee, WI 53226
Telephone: (414) 995-1110
Email: beweston@mcw.edu

St Francis

Fire Chief Nicholas Poplar
4235 S. Nicholson Avenue
St. Francis, WI 53235
Telephone: (414) 483-4424
Email: nicholas.poplar@stfranwi.org
Alternate: Deputy Fire Chief

West Allis

Fire Chief Mason Pooler
7332 W. National Avenue
West Allis, WI 53214
Telephone: (414) 302-8904
Email: mpooler@westalliswi.gov
Alternate: Deputy Fire Chief

Milwaukee County OEM

Cassandra Libal, Director
633 W. Wisconsin Avenue, 7th Floor
Milwaukee, WI 53233
Telephone: (414) 226-7303
Email: Cassandra.Libal@milwaukeecountywi.gov

MATC

Russ Spahn
Associate Dean, Protective
Services 6665 S. Howell Avenue
Oak Creek, WI 53154
Telephone: (414) 571-4701
Email: spahn@matc.edu

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/15/2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>New Housing Fee Report for 2021</p>	<p>ITEM NUMBER</p> <p>G.8.</p>

Attached is a copy of the "New Housing Fee Report for 2021" provided by the Director of Inspection Services. This report is a statutory requirement the City must fulfill on an annual basis under 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report. Section 66.10014(3)(a) of the Act states that the municipality shall post the report on the municipality's website on a web page dedicated solely to the report and titled "New Housing Fee Report"; which the report for 2021 was posted to the City's website on January 31, 2022. Section 66.10014(3)(b) of the Act also states that each member of the governing body of the municipality receive a copy of the report.

COUNCIL ACTION REQUESTED

This report is provided for informational purposes only to fulfill the requirements of 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report.

New Housing Fee Report for 2021

City of Franklin, Wisconsin

1. Building Permit Fees (see link below):

<https://www.ecode360.com/attachment/FR1719/FR1719-092a%20Table%201.pdf>

2. Impact Fees:

Table-1 (eff. 1/1/21 to 12/31/21)

IMPACT FEE TYPE	Single Family	Two-Family per Dwelling Unit	Multi-Family per Dwelling Unit
Park	\$1,909.00	\$1,909.00	\$1,240.00
Fire Protection	\$452.00	\$452.00	\$293.00
Law Enforcement	\$517.00	\$517.00	\$336.00
Library	\$335.00	\$335.00	\$218.00
Transportation	\$660.00	\$660.00	\$429.00
Water	\$2,677.00	\$2,677.00	\$2,677.00
Administrative Fee	\$55.00	\$55.00	\$55.00
Fee per Unit	\$6,605.00	\$6,605.00	\$5,248.00
Fee per Building	\$6,605.00	\$13,210.00	Varies by # of Units

Add the following fees for projects located in the southwest sanitary sewer service area:

Sewer (Southwest Sanitary Sewer Service Area only)	\$3,501.00	\$5,252.00	\$3,501.00 + \$1,751.00/each add'l unit <u>after</u> 1st unit
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3. Plat Approval Fees:

Preliminary Plat - \$5,000
 Plat Amendment - \$1,000
 Final Plat - \$1,000

4. Water & Sewer Connection Fees:

(Applies to projects not located in Southwest Sanitary Sewer Service Area)

	<u>Sewer</u>	<u>Water</u>
Single Family Dwelling:	\$600	see "Water" Impact Fee in Section 2., Table-1
Two-family Dwelling:	\$900	see "Water" Impact Fee in Section 2., Table-1
Multiple-Family Dwelling:		
First Unit:	\$600	see "Water" Impact Fee in Section 2., Table-1
Each Additional Unit:	\$300	see "Water" Impact Fee in Section 2., Table-1

5. Total Amount of Fees Collected for Sections 1-4:

- a. Building Permit fees – 526 Building Permits/Fees collected \$877,033.00
- b. Impact fees – **Combined with Impact Fees under a.**
- c. Park fees - **Combined with Impact Fees under a.**
- d. Land dedication or fee in lieu of land dedication requirement - **\$0 collected.**
- e. Plat Approval fees:
 - Preliminary Plats – Fees collected \$15,000
 - Plat Amendment – Fees collected \$1,000
 - Final Plat (includes Certified Survey Maps) - Fees collected \$5,000
- f. Storm water management fee – This fee not charged by City.
- g. Water or sewer hook-up fee -
 - Sewer connection fees 54 permits/Fees collected \$144,524.00
 - Water connection fees – **Combined with Impact Fees under a.**

6. Total Amount of Fees Collected/No. of Housing Units:

\$1,042,557.00/100 units = \$10,425.57/unit

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 15, 2022
REPORTS & RECOMMENDATIONS	<p align="center"> An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule of Permit Fees </p>	ITEM NUMBER G.9.

Background

Permit fees for Building, HVAC, Plumbing, and Electrical Permits were last increased in December 2017. Permit fees are generally established to cover the cost of providing inspection services required by State Statutes and municipal ordinances. This has been the established practice in the City of Franklin for many years.

Historically, the Consumer Price Index (CPI) has been used as a means to adjust permit fees in a fair and equitable manner. In consultation with the Director of Administration, it was determined that using CPI data from September of 2017 to September 2021 would be an appropriate time frame to use. This would increase fees by 11.14% to be consistent with the inflationary increases that occurred over the last 4+ years, approximately 2.8% per year, up to September 2021.

In regard to comparables, the proposed rates are at or slightly below the recommended fees in Southeast Wisconsin, as published by the Building Inspectors Association of Southeastern Wisconsin in January of 2022.

Analysis

The three (3) attached ordinance proposals cover all Inspection Services permit work, Building, HVAC, Plumbing, and Electrical, and provide a comparison between the current permit fees and the proposed fees reflecting the 11.14% increase. Based on an average-sized new home (which is approximately 2,400 sq. ft.) constructed in Franklin, permit fees for all trades would be approximately \$2,364, up from \$2,127, or \$237 increase.

Other notable changes to the permit fee schedules are as follows:

BUILDING PERMITS

1. Building Permit fees for one and two-family dwelling interior remodeling and repair projects (basement build-outs, kitchen/bathroom remodeling, fire/water damage restoration work and similar remodeling work) will be charged according to square footage of work area rather than a valuation method (currently \$11.75/\$1,000 based on "net cost of construction"). *This will eliminate inequities in permit fees due to inaccurate data being included on the permit application or different finish levels of construction unnecessarily driving up the cost of the permit.*

The revised fee schedule also includes a "minimum fee" of \$150, down from \$600, for these projects to cover the anticipated number of required inspections.

It should be noted that the Building Inspectors Association of Southeastern Wisconsin recently adopted this same fee calculation methodology for their recommended fee schedule.

This will slightly reduce overall permit fees in most situations.

2. *Places a maximum fee of \$500 (currently no maximum) on all pools. We believe the maximum fee will adequately cover the cost for the number of inspections we typically provide on most residential and commercial pool/spa projects. This will slightly reduce overall permit fees in most situations.*
3. *Adds a new fee category for residential and commercial "renewable energy systems". Permit fees for this work are currently charged according to valuation. Like pools/spas, the new fees are based on average number of inspections we would typically provide for this type of work. This will slightly reduce overall permit fees in most situations.*
4. *Clarifies for the calculation of Building Permit renewal fees that the fee does not include the Plan Exam and Occupancy Permit fees. No net effect on overall permit fees.*

ELECTRICAL PERMITS

5. *Reduces the fee from \$102 to \$42 for a single switch or outlet on the Electrical Permit. Adds more uniformity to our permitting requirements. The Plumbing Permit currently provides a reduced fee for a single "replacement" fixture. This will slightly reduce overall permit fees in most situations.*
6. *Reduces the fee from \$102 to \$42 for replacement air-conditioners in all residential living units. Adds more uniformity to our permitting requirements. The Plumbing Permit currently provides a reduced fee for certain common fixture replacements (water heaters, dishwashers, water softeners regardless of building type). This will slightly reduce overall permit fees in most situations.*
7. *Reduces the fee from \$102 to \$42 for replacement water heaters in all residential living units. The change would provide for more uniformity to our permitting requirements by not differentiating between building types. This will slightly reduce overall permit fees in most situations.*

PLUMBING PERMITS

8. *Amends the language of certain line items to be consistent with definitions in the State Plumbing Code. No net effect on overall permit fees.*

ALL BUILDING, PLUMBING & ELECTRICAL PERMITS

9. *Changes the Technology Fee to a flat fee of \$7 on all Building, Plumbing, and Electrical Permits. This will slightly increase overall permit fees in some situations.*
10. *Clarifies that "Technology Fees" are non-refundable. No net effect on overall permit fees.*
11. *Adds a provision for all Building, Plumbing & Electrical expired permits to allow for one (1) "Final Inspection" and one (1) "Final Reinspection" without the need to renew the permit or incur a separate inspection fee for work that was completed during the normal permit term but the inspection was inadvertently not scheduled. This provision would have no time limit.*

It should be noted that the new BS&A software has been configured to automatically send a 30-day permit expiration notice and inspection reminder to the e-mail of both the permit applicant (contractor) and owner. This effort will help with closure of older permits and greatly reduce the need to manage expired permits going forward.

Fiscal Impact

These fee changes will increase revenues by approximately \$55,000 on an annual basis.

Recommendation

The Director of Inspection Services recommends adoption of the 2022 Building, HVAC, Plumbing, and Electrical Permit Fee Schedules as presented.

COUNCIL ACTION REQUESTED

Motion to approve Ordinance No. 2022-____, An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule of Permit Fees.

Motion to approve Ordinance No. 2022-____, An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule of Permit Fees.

Motion to approve Ordinance No. 2022-____, An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule of Permit Fees.

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND CHAPTER 92 OF THE MUNICIPAL CODE FOR BUILDING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES.

WHEREAS, it would be in the best interests of the City of Franklin to adopt the recommended schedule of permit fees to maintain a similar schedule of fees amongst the various communities and to provide that the fees that are charged help offset the City's costs of providing the services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Effective following publication or on March 1, 2022, whichever is later, Section 92, Table 1 of the Municipal Code of Franklin, Wisconsin, be and the same is amended to read as follows:

TABLE NUMBER 1

SCHEDULE OF PERMIT FEES

1)	<u>Minimum Permit Fee for all permits</u>	\$60.00 <u>\$65.00</u>
2)	<u>Residence – One- & Two-Family, & Attached garages, Remodeling, Alterations & Repairs (see notes)</u>	\$0.37 <u>\$0.41/ SQ. FT.</u>
a)	Minimum Fee	\$600 <u>\$150.00</u>
b)	Residences – One- & Two-Family Additions	\$0.37 <u>\$0.41/ SQ. FT.</u>
c)	Attached garages	\$0.37 <u>0.41/ SQ. FT.</u>
d)	Residences – One- & Two-Family Alterations [other than work listed in 2) above]	\$11.75 <u>\$13.00/ \$1,000 valuation</u>
e)	Permit to start construction For Footing /Foundation [duplicate of 6) d)]	\$200.00 <u>\$225.00</u>
f)	Occupancy Permit [duplicate of 28 <u>30</u>) a)]	\$50.00 <u>\$55.00</u> per unit
3)	<u>Multi Family Dwellings, Apartments, Condominiums, Three-family & over Including institutionally zoned dwelling units</u>	
a)	Three to Twelve units	\$0.39 <u>\$0.43/SQ. FT.</u>
b)	Thirteen units and greater	\$0.41 <u>\$0.43/SQ. FT.</u>

Schedule of Building Permit Fees

- | | | |
|----|--|--|
| c) | Occupancy permit [duplicate of 28 <u>30</u>) a)] | \$50.00 <u>\$55.00</u> per unit |
| d) | Permit to start construction for Footing/Foundation | \$350.00 <u>\$390.00</u> plus \$2.00 <u>\$2.25/unit</u> [duplicate of 6) a)] |
| e) | Alterations | \$11.75 <u>\$13.00</u> per \$1,000 valuation |
| 4) | <u>Local Business, Office Buildings, Institutional Buildings</u>
(Non-dwelling use) and additions thereto | \$0.35 <u>\$0.39/</u> SQ. FT. |
| a) | Alterations | \$11.75 <u>\$13.00</u> per \$1,000 valuation |
| b) | Permit to start construction for Footing/Foundation
[duplicate of 6) b) & c)] | \$500.00 <u>\$555.00</u> |
| c) | Minimum fee | \$200.00 <u>\$225.00</u> |
| d) | Occupancy permit [duplicate of 28) c)] | \$200.00 <u>\$225.00</u> ea occupant or tenant space |
| e) | Occupancy, Hotels and Motels [duplicate of 28 <u>30</u>) a)] | \$50.00 <u>\$55.00</u> ea unit |
| 5) | <u>Industrial, Manufacturing, Warehousing</u> | \$0.28 <u>\$0.31/</u> SQ. FT. |
| a) | (Office areas) + Fees from above | \$0.33 <u>\$0.37/</u> SQ. FT |
| b) | Permit to start construction for Footing/Foundation
[duplicate of 6) c) & d)] | \$500.00 <u>\$555.00</u> |
| c) | Alterations | \$11.75 <u>\$13.00</u> per \$1,000 valuation |
| d) | Minimum fee | \$300.00 <u>\$335.00</u> |
| e) | Occupancy permit [duplicate of 28 <u>30</u>) c)] | \$200.00 <u>\$225.00</u> ea
Tenant/Occupant/space |
| 6) | <u>Permit to start construction for footings and foundations</u> | |
| a) | Residences – Apartment, Condo, Row Houses,
Institutional dwelling | \$350.00 <u>\$390.00</u> plus \$2.00 <u>\$2.25/unit</u> |
| b) | Industrial and Commercial | \$500.00 <u>\$555.00</u> |
| c) | Institutional | \$500.00 <u>\$555.00</u> |
| d) | Residences - One- & Two-Family Dwellings & additions thereto | \$200.00 <u>\$225.00</u> |

Schedule of Building Permit Fees

7) <u>Accessory buildings, detached garages and Agric bldgs > 120 sq. ft.</u>	-\$0.28 <u>\$0.31</u> / SQ. FT.
a) Occupancy permit, buildings 240 sq ft or larger	\$50.00 <u>\$55.00</u>
8) <u>Buildings, structures, towers, alterations, repairs where square footage cannot be calculated (see notes)</u>	\$11.75 <u>\$13.00</u> / \$1,000 valuation
9) <u>Heating, Incinerator Units & Wood burning Appliances</u>	
a) Each unit, up to & including 150,000 input BTU units.	\$50.00 <u>\$55.00</u>
b) Each additional, 50,000 BTU <u>rounded up</u> or fraction thereof.	\$17.00 <u>\$19.00</u>
c) Maximum Fee per Heating unit	\$1000.00 <u>\$1,100.00</u>
10) <u>Air Conditioning</u>	
a) Each unit, up to 36,000 BTU's or 3 tons	\$50.00 <u>\$55.00</u>
b) Each additional 12,000 BTU's or ton <u>rounded up</u>	\$17.00 <u>\$19.00</u>
c) Maximum fee per unit	\$1000.00 <u>\$1,100.00</u>
11) <u>Commercial/industrial, Air handling units without heating or cooling</u>	\$50.00 <u>\$55.00</u> each unit
12) <u>Heating & Air Conditioning Distribution systems</u> conditioned area	\$1.90 <u>\$2.10</u> /100 sq ft of
a) One and Two family	\$50.00 <u>\$55.00</u> Minimum fee
13) <u>Commercial/Industrial exhaust hoods & exhaust systems</u>	\$170.00 <u>\$190.00</u> /unit
14) <u>Energy Recovery Ventilators</u>	<u>\$55.00</u>
15) <u>Demolition, Wrecking or razing, Interior Demolition</u>	\$80.00 <u>\$90.00</u> Minimum plus \$0.10 <u>\$0.11</u> /Sq. Ft.
a) Maximum fee	\$1000.00 <u>\$1,100.00</u> per Bldg.
b) Building Inspector may waive fee if building is condemned.	
16) <u>Moving buildings over public ways</u>	\$215.00 <u>\$240.00</u> plus <u>\$0.10</u> <u>\$0.11</u> /sq. ft.
17) <u>Pools - Inground, Above Ground, Spas and air inflated pools</u>	\$11.75 <u>\$13.00</u> / \$1000 valuation, \$50.00 <u>\$55.00</u> min./ <u>Maximum fee</u> <u>\$500.00</u>

18) Decks

- a) Decks, less than one hundred (100) square feet ~~\$75.00~~ \$85.00
- b) Decks, One Hundred (100) square feet or more ~~\$150.00~~ \$170.00

19) Sheds, gazebos, arbors and similar structures, < 240 sq ft ~~\$50.00~~ \$55.00

- a) Prefabricated Storage Enclosures ~~\$50.00~~ \$55.00

20) Plan Exam Fees - Residential & Institutional Dwellings

- a) One & Two Family ~~\$250.00~~ \$280.00
- b) Additions to One and Two Family ~~\$80.00~~ \$90.00
- c) Alterations to One and Two Family ~~\$50.00~~ \$55.00
- d) One and Two family - Footing and Foundation ~~\$50.00~~ \$55.00
- e) Apartment, Condominiums, Row Houses, Multi-family dwellings ~~\$300.00~~ \$335.00 plus
~~\$25.00~~ \$28.00 per unit
- f) Apartment, Condominiums, Row Houses, Multi-Family dwellings,
Institutional – Additions and Alterations ~~\$200.00~~ \$225.00 plus ~~\$25.00~~
\$28.00 per unit
- g) Apartment, Condominiums, Row Houses, Multi-Family dwellings,
Institutional – Footing and Foundations ~~\$100.00~~ \$115.00 plus ~~\$2.00~~ \$2.25
per unit
- h) Accessory buildings, 240 sq ft or larger ~~\$60.00~~ \$67.00
- i) Decks ~~\$50.00~~ \$55.00
- j) Above Ground and Inground Swimming pools ~~\$50.00~~ \$55.00
- k) Renewable Energy Systems ~~\$55.00~~
- l) Heating plans, energy calculations, structural plans, structural
Components submitted separately. ~~\$100.00~~ \$115.00
- m) Submittal of revisions to previously approved plans ~~\$50.00~~ \$55.00
- n) Architectural Board Review Fee ~~\$50.00~~ \$55.00

21) Plan Exam Fees – Commercial, Industrial & Institutional Bldgs (Non-Dwelling)

- a) New Building

Schedule of Building Permit Fees

i)	Less than 100,000 square feet	\$300.00 <u>\$335.00</u>
ii)	Greater than 100,000 square feet	\$500.00 <u>\$555.00</u>
b) Additions and Alterations		
i)	1 to 1,000 sq ft	\$250.00 <u>\$280.00</u>
ii)	1,001 to 2,500 sq ft	\$300.00 <u>\$335.00</u>
iii)	2,501 to 5,000 sq ft	\$350.00 <u>\$390.00</u>
iv)	5,001 to 10,000 sq ft	\$400.00 <u>\$445.00</u>
v)	10,001 sq ft and over	\$500.00 <u>\$555.00</u>
c) Heating plans, lighting and energy calculations, submitted Separately from the permit application		
		\$100.00 <u>\$115.00</u> each submittal
d) <u>Structural plans, structural components, submitted separately from the permit application</u>		
		\$100.00 <u>\$115.00</u>
e) Revision to an approved survey after completion of Engineering Department review		
		\$60.00 <u>\$67.00</u>
f) Alteration of tower, changes to or addition of antennas		
		\$250.00 <u>\$280.00</u>
g) <u>Renewable Energy Systems</u>		
		<u>\$150.00</u>
h) Commercial swimming pools and spas		
		\$100.00 <u>\$115.00</u> each
i) Submittal of plan revisions <u>during</u> permit review		
		\$100.00 <u>\$115.00</u> each submittal
j) Submittal of revised plans <u>after</u> permit issuance		
		\$200.00 <u>\$225.00</u> each submittal

22) Erosion Control fees

a) One- & Two-Family Lots		\$165.00 <u>\$185.00</u>
b) Multiple-Family Lots or units		\$195.00 <u>\$215.00/Bldg plus \$5.00</u> <u>\$6.00/1,000 sq ft of disturbed area, \$2,120.00</u> <u>\$2,350.00</u> maximum
c) Commercial Lots		\$195.00 <u>\$215.00/Bldg plus \$5.00</u> <u>\$6.00/1,000 sq ft of disturbed area, \$2,120.00</u> <u>\$2,350.00</u> maximum
d) Industrial Lots		\$195.00 <u>\$215.00/Bldg plus \$5.00</u> <u>\$6.00/1,000 sq ft of disturbed area, \$2,120.00</u> <u>\$2,350.00</u> maximum

Schedule of Building Permit Fees

e) Institutional Lots	\$195.00 <u>\$215.00</u> /Bldg plus \$5.00 \$6.00 /1,000 sq ft of disturbed area, \$2,120.00 <u>\$2,350.00</u> maximum
f) Other	\$50.00 <u>\$55.00</u>
23) <u>Reroofing, residing including trim</u>	
a) Residential	\$50.00 <u>\$55.00</u>
b) Multiple-Family, Commercial, Industrial, Institutional	\$11.75 <u>\$13.00</u> /\$1000.00 value
c) Maximum	\$265.00 <u>\$295.00</u>
d) Failure to obtain permit	TRIPLE FEES
24) <u>Renewable Energy Systems</u>	
a) <u>Residential</u>	<u>\$13.00/\$1,000 value, maximum fee \$150.00 per unit</u>
b) <u>Commercial, Industrial, Institutional</u>	<u>\$13.00/\$1,000 value, maximum fee \$500.00 per building</u>
25) <u>Failure to obtain permit before commencing work</u>	
a) First offense	Triple fees (3X)
b) Subsequent offenses	Quadruple fees (4X)
26) <u>Failure to call for required inspections. Including Occupancy</u>	\$100.00 <u>\$115.00</u>
a) Second offense	\$200.00 <u>\$225.00</u>
b) Subsequent offenses	\$300.00 <u>\$335.00</u>
27) <u>Inspections/Reinspections (All permit types) SEE NOTES FOR APPLICATION & RESTRICTIONS</u>	
a) First inspection and one (1) re-inspection	(included in permit)
b) Second Re-inspection and subsequent re-inspections	\$75.00 <u>\$85.00</u>
c) Requests for inspections during non-working hours	\$90.00 <u>\$100.00</u> per hour (Two Hour Min)
d) License reinspections (2 nd reinspection and subsequent re-inspections)	\$50.00 <u>\$55.00</u> per reinspection

Schedule of Building Permit Fees

e) Emergency Egress lighting inspection (during non-working hours) for each inspection	\$ 90.00 <u>\$100.00</u> per hour (2 Hour Min)
28) Special Inspections	\$ 90.00 <u>\$100.00</u> per hour (Two Hour Min)
29) Wisconsin Uniform Building Permit Seal	DSPS cost plus \$ 10.00
30) <u>Occupancy Permit</u>	
a) Residential units (All types), CBRF's, Institutional, Additions and Alterations	\$ 50.00 <u>\$55.00</u> /unit
b) Accessory Buildings, 240 sq. ft. or larger	\$ 50.00 <u>\$55.00</u>
c) Commercial, Institutional (non-dwelling) & Industrial	\$ 200.00 <u>\$225.00</u>
31) Driveway approaches, curb openings and curb replacement	\$ 75.00 <u>\$85.00</u> ea.
32) Animal Permit	\$ 75.00 <u>\$85.00</u>
33) Trip charge for offsite duplication of plans, etc.	\$ 35.00 <u>\$39.00</u>
34) <u>Technology Fee</u>	<u>\$7.00</u>
a) Permit fee is less than \$100	\$ 4.00 per permit
b) Permit fee is greater than or equal to \$100.00	\$ 7.00 per permit
35) Duplication of Plans:	[The City does not provide hard copies of plans; but an outside service may be available and the full costs are passed along.]
a) Scanning per project (to pdf file only)	Hourly rate of the person scanning
36) Records Research for Information Requests	

Requests for information that require research of the Inspection Department's records shall be charged at the actual costs. Pursuant to Wis. Stat. §19.34(c) "...an authority may impose a fee upon the requester of a copy of a Record, not exceeding the actual, necessary, and direct cost of location, if the cost is \$50.00 or more."

NOTE: Fees for reviewing plans or permits that are charged to the City by other government entities are passed along, at full cost, against the permit generating the additional fee. Such fees charged are required to be paid at time of application or at issuance if the fee occurred following application.

NOTE: Gross square footage calculations are based on the dimensions of the building from exterior faces of the exterior walls of each finished floor level and the garage. Unfinished basements, in one- and two-family dwellings or portions thereof, are not included in this calculation.

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

NOTE: In determining valuation, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work. Permit fees for all One & Two-Family Dwelling interior alteration, remodeling, repair (excluding foundation repair work) and restoration projects including basement build-outs and specialty rooms, kitchen remodeling, bathroom remodeling, fire and water damage restoration work or similar repair work shall be based on square footage of work area utilizing the square footage multiplier under item 2 in this fee schedule. Work area shall be determined at the sole discretion of the Building Inspector.

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam and technology fees that exceeds the minimum fee may be refunded upon written request.

NOTE: Unless specifically noted, all fees in fractions of a dollar shall be rounded to the next full dollar in value.

NOTE: In the case that the owner or contractor fails to commence construction prior to 4 months before the date the permit would expire per the code, a new permit application shall be required; and a new permit shall be issued at the regular fee.

NOTE: If the permit has expired before the construction work is completed, a new permit may be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector. For permits re-issued, the regular fee shall not include any plan exam and occupancy permit fees.

NOTE: If construction was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Reinspection without the need to renew the permit or incur a separate inspection fee.

NOTE: Requests for Special Inspections or Inspections during Non-Working Hours are ONLY provided when an Inspector can be available. This does not include non-required Inspections or complaints.

SECTION 2: All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon its passage and publication as required by law.

SECTION 4: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 15th day of February, 2022 by Alderman _____.

Passed and adopted by the Common Council on the 15th day of February, 2022.

APPROVED:

by _____
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES: NOES: ABSENT:

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND CHAPTER 190 OF THE MUNICIPAL CODE FOR PLUMBING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES.

WHEREAS, it would be in the best interests of the City to adopt permit fee that provide fees which pay for the City's costs of these services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Effective following publication or on March 1, 2022, whichever is later, Section 190-11 of the Municipal Code of Franklin, Wisconsin, be and the same is amended to read as follows:

- 1) Sanitary ~~or Storm~~ Sewer System ~~laterals or private mains~~ (includes first inspection and test)
 - a) New connection at public main ~~\$75.00~~ \$85.00 each
 - b) From public main or curb to termination, Building Sewer. ~~\$75.00~~ \$85.00 each 100 L.F. ~~or fraction thereof~~ (lengths less than 100 feet shall be rounded up to next 100 feet)
 - c) Sanitary Building Drain System ~~\$75.00~~ \$85.00 each 100 L.F. ~~or fraction thereof~~ (lengths less than 100 feet shall be rounded up to next 100 feet)
 - d) Catch Basin/Site Drain/Manhole ~~\$50.00~~ \$55.00 Each
 - e) Repair or Terminated System ~~\$75.00~~ \$85.00 each
- 2) Water lateral or private water main (includes first inspection and test)
 - a) New connection at public main ~~\$75.00~~ \$85.00 each
 - b) From public main or curb to termination, in building ~~\$75.00~~ \$85.00 each 100 L.F. ~~or fraction thereof~~ (lengths less than 100 feet shall be rounded up to next 100 feet)
 - c) Repair or terminate System ~~\$75.00~~ \$ 85.00 each
- 3) Storm Sewer System
 - a) New Connection at public main ~~\$75.00~~ \$85.00
 - b) ~~Lateral of private Main~~ From public main or curb to termination, Storm Building Sewer ~~\$75.00~~ \$85.00/100 L.F. ~~for fraction~~ (lengths less than 100 feet shall be rounded up to next 100 feet)
 - c) Storm Building Drain System ~~\$75.00~~ \$85.00/100 L.F. ~~for fraction~~ (lengths less than 100 feet shall be rounded up to next 100 feet)

d) Catch Basin – Parking Lot	\$50.00 <u>\$55.00</u> each
e) Catch Basin – Garage	\$50.00 <u>\$55.00</u> each
f) Catch Basin – Yard Type	\$25.00 <u>\$30.00</u> each
g) Repair or Terminate System	\$75.00 <u>\$85.00</u>
4) Street Cut (Slurry Mix Backfill) (per cut)	\$500.00 <u>\$555.00</u>
5) Mound System	\$400.00 <u>\$450.00</u>
6) Septic System	\$300.00 <u>\$335.00</u>
7) Holding Tanks	\$300.00 <u>\$335.00</u>
8) POWTS on site soils verification	\$250.00 <u>\$280.00</u>
9) Fixture fee (New, remodeled and or capped)	\$15.00 <u>\$17.00</u> per fixture
a) Single fixture replacement	\$30.00 <u>\$35.00</u> minimum
10) Replacement of building water piping, sewer piping, etc.	\$60.00 <u>\$70.00</u>
11) Appliance replacement (DW, WH, WS)	\$30.00 <u>\$35.00</u>
12) Irrigation system registration (lawn sprinklers)	\$30.00 <u>\$35.00</u>
13) Check valve, backflow protection device	\$50.00 <u>\$55.00</u> each
14) Well Abandonment	\$75.00 <u>\$85.00</u>
15) Well operating permits (5 Year Permit)	\$60.00 <u>\$70.00</u>
a) Well operating permit renewal	\$75.00 <u>\$85.00</u>
16) Septic tank abandonment	\$75.00 <u>\$85.00</u>
17) Private Sewage System Rehabilitation Program	\$300.00 <u>\$335.00</u>
18) Fire protection sprinkler Main Connection	\$60.00 <u>\$70.00</u> each connection
19) Multi-purpose piping systems (Plan review and Inspections)	\$150.00 <u>\$170.00</u>
20) Failure to call for a required inspection	\$100.00 <u>\$110.00</u>
21) Job site visit requested for Informational purposes	\$50.00 <u>\$55.00</u>
22) Inspections	
a) First inspection and first reinspection	(included in permit)

b) Second reinspection and subsequent reinspections	\$75.00 <u>\$85.00</u> per re-inspection
c) Requested inspection during non-work hours	\$90.00 <u>\$100.00</u> /hour, 2-Hour minimum
d) License reinspections (2nd reinspection and additional Inspections)	\$50.00 <u>\$55.00</u> per re-inspection
23) Special inspections and reports	\$200.00 <u>\$220.00</u> each
24) Plan review for residential water piping sizing (When Required)	\$35.00 <u>\$40.00</u>
25) Plan Exam Fees	\$30.00 <u>\$35.00</u> per 0.5 Hour
26) Plan review for Private Onsite Waste Treatment Systems	\$200.00 <u>\$220.00</u>
27) Minimum Plumbing Permit Fee	\$60.00 <u>\$70.00</u>
28) Failure to obtain a permit before commencing work, (except emergencies) the fee shall be as follows:	
a) First offense	Triple fees (3x)
b) Second and subsequent	Quadruple fees (4x)
31) Trip charge for offsite duplication of plans, etc.	\$35.00 <u>\$39.00</u>
32) Technology Fee	<u>\$7.00</u>
a) Permit fee is less than \$100	\$4.00 per permit
b) Permit fee is greater than or equal \$100 permit fee	\$7.00 per permit

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam fees that exceeds the minimum fee will be refunded upon written request.

NOTE: Before any work is commenced or recommenced after a permit has expired, a new permit shall be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

NOTE: If work was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Reinspection without the need to renew the permit or incur a separate inspection fee.

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon its passage and publication as required by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022, by Alderman _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES: NOES: ABSENT:

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND CHAPTER 118 OF THE MUNICIPAL CODE FOR ELECTRICAL PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES

WHEREAS, it would be in the best interests of the City to adopt permit fees that provide fees which help to offset the City's costs of these services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Effective following publication or on March 1, 2022, whichever is later, Section 118-14 of the Municipal Code of Franklin, Wisconsin, shall be and the same is amended to read as follows:

§ 118-14. Permit fees.

Permit Fees. Fees shall be as follows:

	Fee Amount
<u>Category</u>	<u>(each unless noted)</u>
1. Light switch and convenience outlets	\$1.00 \$1.10
a. <u>Single switch/outlet</u>	\$35.00 (flat fee)
2. Light fixtures	\$1.25 \$1.40
3. Fluorescent fixtures	\$3.00 \$3.35
4. Range, electric	\$10.00 \$11.00
5. Garbage grinding and disposal unit	\$10.00 \$11.00
6. Clothes dryer	\$10.00 \$11.00
7. Water heaters, electric - new	\$10.00 \$11.00
a. Replacement water heater, electric	\$30.00 \$35.00 (flat fee)
8. Air conditioner – new	\$30.00 \$35.00
a. <u>Replacement air-conditioner (residential/multi-family)</u>	\$35.00 (flat fee)
9. Refrigeration units - commercial	\$10.00 \$11.00
10. Feeders and sub feeders – per 100-amp capacity	\$20.00 \$22.00/100 amps
11. Temporary Wiring installation for construction, fire damage, etc.	\$85.00 \$95.00
12. a. Services: service switch and conductors	\$35.00 \$40.00 per 100 Amp.
b. Service Disconnect	\$20.00 \$22.00 per Disconnect
13. Fans/motors	\$5.00 \$6.00

14.	Motors \$5.00/motor Plus \$1.00/HP	\$5.00 <u>\$6.00</u> + \$1.00 <u>1.10</u> /HP
15.	Motor disconnects or controllers	\$5.00 <u>\$6.00</u>
16.	Fuel pumps, mound systems, water pumps	\$10.00 <u>\$11.00</u>
17.	Transformers and generators	\$30.00 <u>\$35.00</u>
18.	Space heating systems	\$10.00 <u>\$11.00</u> per unit
19.	Furnaces and heating devices - new	\$10.00 <u>\$11.00</u>
20.	Replacement furnaces and heating devices (<u>residential/</u> <u>multi-family</u>)	\$30.00 <u>\$35.00</u> minimum fee (<u>flat fee</u>)
21.	Dimmers, occ. Sensors, audible or visual signal devices, surge Protectors, etc.	\$1.00 <u>\$1.10</u> /device
22.	Power receptacles	
	a. 1 to 30 amperes	\$6.00 <u>\$7.00</u>
	b. Over 30 amperes	\$8.00 <u>\$9.00</u>
22.	Wire ways, busways, under floor raceways	\$1.00 <u>\$1.10</u> /Ft.
23.	Data devices	\$1.00
23.	HID, mercury, sodium and metal halide, <u>LED</u>	\$2.00 <u>\$2.25</u>
24.	Post light (<u>residential</u>)	\$6.00 <u>\$7.00</u>
25.	Light poles (<u>commercial</u>)	\$10.00 <u>\$11.00</u>
26.	Machines, X-ray, motion-picture, welders	\$30.00 <u>\$35.00</u>
27.	Stage pockets, spotlights and other apparatus	\$5.00
28.	Stage lights	\$0.40 <u>\$0.45</u>
39.	Elevators	\$15.00 <u>\$17.00</u>
30.	Signs	\$30.00 <u>\$35.00</u>
31.	Swimming pool wiring	
	a. In-ground pool	\$60.00 <u>\$70.00</u>
	b. Aboveground pool	\$60.00 <u>\$70.00</u>
	c. In pool lighting	\$15.00 <u>\$17.00</u>
32.	Hot tub, spa, whirlpool	\$30.00 <u>\$35.00</u>
33.	Fountains	\$15.00 <u>\$17.00</u>
34.	Wiring for temporary use	
	Festivals, construction, fires, etc.	\$30.00

35.	Cranes and hoists	\$30.00 <u>\$35.00</u>
36.	<u>Fire protection</u> signaling and communication devices	\$0.50 <u>\$0.55</u>
37.	Fire, carbon monoxide, smoke alarms	\$3.00 <u>\$3.35</u>
38.	Fire/alarm panels and controllers	\$5.00 <u>\$6.00</u>
39.	Failure to call for final inspection	\$100.00 <u>\$110.00</u>
40.	Inspections	
	a. First inspection and reinspection	Included in permit
	b. Second reinspection and additional	\$75.00 <u>\$85.00</u> per reinspection
	c. Requested inspection during non-working hours	\$90.00 <u>\$100.00</u> /hour, 2 hour
	minimum/License reinspections	
	(2 nd re-inspection and subsequent inspections)	\$75.00 <u>\$85.00</u> per re-inspection
41.	Special inspections	\$90.00 <u>\$100.00</u> /hour, 2-hour minimum
42.	Minimum Electrical Permit fee	\$85.00 <u>\$95.00</u> Residential 1 & 2 Family, <u>Multi-Family dwelling units</u> \$100.00 <u>\$115.00</u> All other uses
43.	Failure to obtain permit before commencing work	
	a. First offense	Triple fee (3X)
	b. Second offense or repeat offender	Quadruple fee (4X)
44.	Trip charge for offsite duplication of plans, etc.	\$35.00 <u>\$40.00</u>
45.	Technology Fee (<u>required for all permits</u>)	\$7.00
	a. Permit fee is less than \$100	\$5.00 <u>\$5.00</u> per permit
	b. Permit fee is greater than or equal \$100	\$8.00 <u>\$8.00</u> per permit

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam fees that exceeds the minimum fee, will be refunded upon written request.

NOTE: Before any work is commenced or recommenced after a permit has expired, a new permit shall be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

NOTE: If work was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Reinspection without the need to renew the permit or incur a separate inspection fee.

SECTION 2. All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon its passage and publication as required by law.

SECTION 4. The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 15th day of February, 2022 by Alderman _____.

Passed and adopted by the Common Council on the 15th day of February, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES: NOES: ABSENT:

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/15/2022
Reports and Recommendations	Ordinance Amendment to update Chapter 80, Animals to align the definition of a vicious dog with the requirements for keeping of vicious or barking dogs	ITEM NUMBER G.10.

Background: Both the Franklin Health Department and the Franklin Police Department are responsible for investigating domestic animal bites within the City of Franklin. In December 2021, a discrepancy was found in Franklin Municipal Code Chapter 80 between the definition of a vicious dog in §80-4 and the requirements for keeping a vicious or barking dog in §80-9. The definition includes biting incidents that occur on both public and private property as well as those animals with a propensity to bite or attack persons while the requirements for keeping a vicious dog currently state it applies to biting incidents on public property only.

Analysis: Many animal bites in the community occur when an animal is at large either because they escaped an open door or are left unattended in an open yard. In these instances, it is just as likely for a bite to occur on public property (street or sidewalk) or private property (a neighbor's yard). The definition of the vicious dog incorporates both incidents that occur on public and private property and also includes language about dogs that have a propensity or pattern of aggressive behavior. In order to adequately investigate animal bites and ensure the safety and well-being of residents and other pets, Health and Police require the parts of this ordinance to align to effectively enforce the requirements needed for pet owners to understand what needs to be done if they choose to keep the vicious animal within the City.

Recommendation: The Director of Health Services recommends updating Chapter 80 of the Franklin Municipal Code to align the definition of a vicious dog with requirements for keeping a vicious or barking dog.

Fiscal Note: Required changes in policy and procedure manual from this ordinance update can be completed by existing staff and available resources. There is no fiscal impact to the City's budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to update Chapter 80 of the Franklin Municipal Code to align the definition of a vicious dog with requirements for keeping a vicious or barking dog.

ORDINANCE NO. 2022-

AN ORDINANCE TO AMEND THE MUNICIPAL CODE CHAPTER 80 ANIMALS, TO UPDATE THE REQUIREMENTS FOR KEEPING OF VICIOUS OR BARKING DOGS

WHEREAS, City staff in the Health Department, and the Legal Services Department having reviewed the Municipal Code with regard to the definition and regulation of vicious dogs, and having recommended the adoption of an Ordinance to amend Chapter 80 Animals, of the Municipal Code of Franklin, Wisconsin, to be applicable in both public and private settings.

WHEREAS, the Common Council having reviewed such proposed Ordinance and having determined same to be reasonable and necessary to protect the public health, safety and welfare.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: Chapter 80 Animals, of the Municipal Code of Franklin, Wisconsin, is hereby amended to read as follows:

§80-9 Keeping of vicious or barking dogs.

B. Whenever any dog has been found, when unprovoked, to inflict bodily harm on a person or domesticated animal on public or private property on or in two or more separate occasions or incidents, or has a propensity to bite or attack persons on public or private property, said dog shall be deemed a "vicious dog." The owner of a vicious dog shall comply with one of the following directives within 72 hours after service of a written order by the City Health Officer or a police officer:

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2022-

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 15, 2022</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;">Ordinance Amendment to update Chapter 169, License and Permits associated with the Health Department</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.11.</p>

Background: Franklin Health Department (FHD) acts as an agent for the State of Wisconsin Department of Agriculture and Consumer Protection (DATCP) to license and inspect all local food, lodging, and public water attraction facilities. Fees associated with this program completely fund the FHD inspection services provided by registered sanitarians. Occasionally changes are required either due to changes passed down by DATCP to FHD as agents or to compensate for additional staff time needed for review and inspection of these facilities.

Analysis: While the amounts for licensing fees were updated in 2020 and remain unchanged, DATCP has made minor changes to the fee structure of Wisconsin Administrative Rule ATCP 75 which result in need to make changes for in Franklin Municipal Code Chapter §169.

The changes to ATCP 75 include removing the following categories:

1. Additional Prep Area: this term was removed in the last version of ATCP 75, it is now included in the assessment tool used for determining license categories.
2. School Pre-Inspection and Re-Inspection Fees: these fees are removed because they are under the Memorandum of Understanding with the Department of Public Instruction and agents under DATCP are no longer allowed to charge these fees.
3. Whirlpool License: this attraction is classified as a pool in ATCP 76 and should be licensed as such, no separate category needed.

In addition to the changes above from DATCP, FHD is also requesting changes to assist in implementation of the licensing and inspection program and to better represent the time needed for specific portions of the program that had previously been included in the existing pre-inspection fees. The addition of a tiered *Plan Review Fee* for food and lodging facilities is in line with many neighboring municipalities and is truly a separate process than the pre-inspection walk through for staff. These fees will then accurately represent the amount of time staff spends on these reviews. Differences in the complexity and review time for a new build versus a remodeled store front support the need for two levels of fee for this service.

The requested additions from the Health Department are:

1. Plan Review - New Construction for RFE Serving Meals, RFE Not Serving Meals, Hotel/Motel, Temporary Rooming House, and Bed and Breakfast facilities
2. Plan Review - Remodel for RFE Serving Meals, RFE Not Serving Meals, Hotel/Motel, Temporary Rooming House, and Bed and Breakfast facilities

The final requested change relates to fees for inspections of mobile and temporary food vendors (i.e. food trucks, food booths at fairs and festivals, etc.). These changes better reflect time spent on the inspection as well as create a fee more in line with other neighboring municipalities for the same service. Previous fees for these inspections were higher and made it difficult for these vendors to come to Franklin.

Financial Impact: Fees collected by FHD staff to operate the licensing and inspection program are used to pay for staff time to conduct the services. City funds are not used to support this program. Changes made are based on changes in the Memorandum of Understanding with DATCP as well as those necessary to support staff time on more lengthy review processes.

Recommendation: The Director of Health and Human Services recommends approval of the ordinance amendment to update Chapter 169, License and Permits per changes to Wisconsin Administrative Rule ATCP 75 and time needed to adequately review new establishments plans.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests approval of the ordinance amendment to update Chapter 169, License and Permits associated with the Health Department.

Health Department: CD

AN ORDINANCE TO AMEND § 169-1 OF THE MUNICIPAL CODE, "LICENSES REQUIRED"
TO UPDATE THE HEALTH DEPARTMENT LICENSE CATEGORIES AND FEES AS
REFERRED TO BY § 138-28 OF THE MUNICIPAL CODE, "FEES "

WHEREAS, § 138-28 of the Municipal Code of the City of Franklin provides that "[t]he fees for licensure and for services and activities performed by the Health Department in carrying out its responsibilities under this code shall be determined by ordinance of the Common Council, as may be modified from time to time as it so shall determine, and shall be set forth in Chapter 169 of this code", and

WHEREAS, the Common Council having found and determined that such amendment is necessary to correct identified omission and allow the Health Department to update its application forms, which is part of its operating budget

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows

SECTION 1 § 169-1 of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended, under the section indicating fees for Chapter 138, entitled "Health Department" to read as follows

**"Retail Food Establishment – Not Serving Meals License Fees
(Includes Mobile Retail Food Establishment – Not Serving Meals)"**

Complex	\$1,514 50
Moderate	\$733 50
Simple TCS (final product TCS)	\$503 00
Simple Non-TCS (final product Non-TCS)	\$256 00
Prepackaged	\$219 50
Micro Market Single Location	\$44 00
Micro Market Multiple Locations	\$66 00

**"Retail Food Establishment Not Serving Meals Pre-inspection Fees
(Includes Mobile Retail Food Establishment – Not Serving Meals)"**

Complex	\$460 00
---------	----------

Moderate	\$225.00
Simple TCS (final product TCS)	\$160.00
Simple Non-TCS (final product Non-TCS)	\$130.00
Prepackaged	\$90.00

**“Retail Food Establishment Not Serving Meals Reinspection Fees
(Includes Mobile Retail Food Establishment – Not Serving Meals)”**

Complex	\$280.00
Moderate	\$230.00
Simple TCS (final product TCS)	\$180.00
Simple Non-TCS (final product Non-TCS)	\$155.00
Prepackaged	\$105.00

**“Retail Food Establishment Serving Meals/Mobile Retail Food
Establishment Serving Meals License Fees”**

Prepackaged	\$315.50
Simple	\$460.00
Moderate	\$505.00
Complex	\$711.00
Additional Prep Area	\$120.00

**“Retail Food Establishment Serving Meals/Mobile Retail Food
Establishment Serving Meals Pre-Inspection Fees”**

Prepackaged	\$130.00
Simple	\$165.00
Moderate	\$265.00
Complex	\$365.00

“Retail Food Establishments Serving Meals/Mobile Retail Food Establishment Serving Meals Re-Inspection Fees”

Prepackaged	\$155.00
Simple	\$180.00
Moderate	\$230.00
Complex	\$280.00

“Retail Food Establishments Serving Meals and Not Serving Meals Miscellaneous Licenses and Services Fees”

Operating without a License	\$749.00
Operating without a Certified Food Manager	\$150.00
Late License Application	\$100.00
Duplicate License	\$20.00

“Mobile and Transient Retail Food Establishment Licenses or Fees”

Transient Retail Food Establishment License Fee	\$170.00
St Martin's Fair Inspection Fee – RFE Not Serving Meals	\$40.00
St Martin's Fair Inspection Fee – RFE Serving Meals	\$75.00
Mobile Retail Food Establishment Not Serving Meals Inspection Fee	\$30.00
Mobile Retail Food Establishment Serving Meals Inspection Fee	\$50.00
Transient Retail Food Establishment Inspection Fee	\$50.00
Late Application Fee	\$100.00

School Kitchen/Department of Public Instruction Fees

Production kitchen site	\$579.00
Satellite kitchen site	\$243.00
School pre-inspection	\$250.00
School reinspection	\$200.00

Swimming Pool License and Fees

Swimming Pool License	\$465.00
Swimming Pool Pre-Inspection	\$165.00
Swimming Pool Reinspection	\$155.00
Swimming Pool Late Application	\$100.00
Swimming Pool Duplicate License	\$20.00
Whirlpool License	\$465.00
Operating Without a License	\$749.00

Lodging Establishment License Fees

Tourist Rooming House License	\$165.00
Tourist Rooming House Pre-Inspection	\$75.00
Bed and Breakfast License	\$195.00
Bed and Breakfast Pre-Inspection	\$75.00
Hotel/Motel Base License (5-30 rooms)	\$404.00
Hotel/Motel Base License (31-99 rooms)	\$558.00
Hotel/Motel Base License (100-199 rooms)	\$738.00
Hotel/Motel Base License (200+ rooms)	\$900.00
Hotel/Motel Pre-Inspection	\$395.00
Hotel/Motel Reinspection	\$260.00
Educational Campground License	\$200.00
Educational Campground Pre-Inspection	\$85.00
Temporary Campground License	\$200.00
Temporary Campground Pre-Inspection	\$85.00
Late Application	\$100.00
Duplicate License	\$20.00
Operating Without a License	\$749.00
Plan Review	
RFE Serving Meals – Complex	\$360.00

Plan Review – New Construction

RFE Serving Meals- Complex	\$360.00
RFE Serving Meals – Moderate	\$240.00
RFE Serving Meals – Simple	\$100.00
RFE Serving Meals – Prepackaged	\$60.00
RFE Not Serving Meals – Complex	\$375.00
RFE Not Serving Meals – Moderate	\$190.00
RFE Not Serving Meals – Simple TCS	\$125.00
RFE Not Serving Meals – Simple Non TCS	\$90.00
RFE Not Serving Meals – Prepackaged	\$45.00
Hotel/Motel	\$125.00
Temporary Rooming House	\$50.00
Bed & Breakfast	\$108.00

Plan Review – Remodel

RFE Serving Meals – Complex	\$225.00
RFE Serving Meals – Moderate	\$158.00
RFE Serving Meals – Simple	\$62.00
RFE Serving Meals – Prepackaged	\$45.00
RFE Not Serving Meals – Complex	\$198.00
RFE Not Serving Meals – Moderate	\$110.00
RFE Not Serving Meals – Simple TCS	\$82.00
RFE Not Serving Meals – Simple Non TCS	\$74.00
RFE Not Serving Meals – Prepackaged	\$45.00
Hotel/Motel	\$125.00
Temporary Rooming House	\$50.00
Bed & Breakfast	\$108.00

- SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of February, 2022, by _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of February, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/15/2022
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnerships for Success Grant.	ITEM NUMBER G.12.

Background: Community Advocates (CA) awards annual grants known as the Strategic Prevention Framework-Partnerships for Success (SPF-PFS) to organizations with the goal of targeting priority issues related to alcohol, marijuana, and e-cigarettes/tobacco by raising awareness about the dangers of their use and abuse among young adults. These project funds also allow for education to schools, communities, and parents.

The goals of the SPF-PFS grant are:

- Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services.
- Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- Increase capacity at the community-level to boost protective factors and mental health wellness.

CA has agreed to award Franklin a SPF-PFS grant in the amount of \$21,000.

Analysis: The SPF-PFS grant would supplement the Health Department and Volition efforts around substance use prevention already in place with our Drug Free Communities (DFC) grant. Specifically this funding allows us the opportunity to increase our prevention and education efforts to include marijuana and tobacco use/misuse whereas the DFC grant is limited based on scope of work to only alcohol and opioids usage.

Health Department and Volition plan to utilize these funds for the following objectives:

- Increase the capacity and infrastructure of the Volition Coalition to align and coordinate evidence-based strategies to reduce use of marijuana, and e-cigarette/tobacco use prevention amount youth ages 9-20.
 - 2019 Youth Risk Behavior Survey (YRBS) data indicated 23% of Franklin High School Students and 5% of Franklin Middle School Students have used marijuana.
 - 2019 YRBS data indicated 18% of Franklin High School Students and 13% of Franklin Middle School Students have used an e-cigarette product
- Work to decrease identified health disparities in this population.
- Creation and facilitation of Focus Groups on the above topics.

Fiscal Note: The above objectives would occur only with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.

Options:

1. Allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant for 2022.
2. Decline the acceptance of the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant for 2022.

Health Department: CD

GRANT AGREEMENT
between
Community Advocates, Inc. (CA)
and
Franklin Health Department
for
Strategic Prevention Framework - Partnerships
for Success 2019 (SPF-PFS)

Agreement Amount: \$21,000

Agreement Term Period: 9/30/2021 to 9/29/2022

Community Advocates Grant Administrator: Kari Southern

Community Advocates Telephone: 262-424-4119

Grant Administrator Email: ksouthern@communityadvocates.net

Grantee Grant Administrator: Courtney Day

Grantee Telephone: 414-425-9101

Grantee Email: cday@franklinwi.gov

CA and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, CA and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. CA reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CA.

Community Advocates, Inc.

Authorized Representative: Andi Elliott

Title: Chief Executive Officer

Franklin Health Department

Authorized Representative: Courtney Day

Title: Health Officer

Signature: _____

Signature: _____

Date: _____

Date: _____

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which Community Advocates is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by Community Advocates or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to CA's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by CA. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number, (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account, (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order.

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

- A. Community Advocates (CA) is the organization responsible for overseeing the coordination and integration of the SPF-PFS 2019 grant. CA's principal business address is 728 N James Lovell Street, Milwaukee, WI 53233.
- B. Franklin Health Department (Grantee), the Grantee's principal business address is 9229 W. Loomis Road, Franklin, WI 53132.

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from CA to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 List of Exhibits

- Exhibit I Workplan
- Exhibit II Budget
- Exhibit III Special Requirements

5. CONTACT INFORMATION

CA Grant Administrator
Grant Administrator Name: **Kari Southern**
Telephone: **414-270-2950**
Email: ksouthern@communityadvocates.net

Grantee Grant Administrator
Grant Administrator Name: **Courtney Day**
Telephone: **414-425-9101**
Email: cday@franklinwi.gov

CA will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

- A. All payments to non-municipalities, non-profits, and UW departments will be made by check, mailed at the beginning of the month following the submission of invoices. All invoices need to be submitted by the 10th of the month to ensure payment being mailed at the beginning of the month. For example, a January invoice would need to be submitted by February 10th to ensure the check is mailed at the beginning of March.
- B. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- C. The Grantee shall submit expenditures on the form required by CA to the following address: Attn: Kari Southern, 728 N James Lovell Street, Milwaukee, WI 53233.
- D. Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
- E. Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If CA determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with CA's program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to CA Grant Administrator according to the schedule established by CA.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement
- B. The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis Stat § 16.765 and Wis Admin Code § Adm 50 04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the

intent of this chapter, the Grantor may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

[FOR USDA/FNS GRANT:]In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee agrees to cooperate with CA in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement CA agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for CA to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. CA may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by CA, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of CA, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to CA:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA for those activities.
- B. *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the CA's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with CA's Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean Community Advocates.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

- A. CA reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to CA. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of CA. In addition, CA approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if CA reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- D. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by CA as contained in Section 6 of this Agreement, and support expenditure reports submitted to CA.
- B. The Grantee shall reconcile costs reported to CA for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to CA upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which CA retains ownership of and which is in the care, custody, and control of the Grantee.
- B. CA shall have all ownership rights in any computer hardware supplied by CA as a result of this Agreement. CA shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, CA shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to CA.

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions
- C. *Source of Funding* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:
 - 1 General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 - 2 Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the

management letter (if issued).

3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. *CA Cost Reimbursement Award Schedule. This schedule is required by CA if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from CA; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with CA.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to CA shall include all of the above items except items 4 and 5.

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to ksouthern@communityadvocates.net with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of CA to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of CA to conduct or arrange for other audits or review of federal or state programs. CA shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, CA or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: CA may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to CA or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements
 5. The auditee does not cooperate with CA or another granting agency's audit resolution efforts, for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions* CA will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance,

3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to CA because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that CA determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by CA upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts CA prior to beginning the audit. CA, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by CA, is the responsibility of the auditee.

CA may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, CA may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

- A. The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information
- B. The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which CA has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. CA may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by CA up to \$500,000.

19. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of CA, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to CA all program and fiscal records for six(6) years after the end of the Agreement period

- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or CA's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian

20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.
- C. Non-Appropriation
CA reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. Termination for Cause
CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
The Grantee may terminate the Agreement after providing CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA to perform under the terms of this Agreement.
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA.
- E. Termination for Convenience
Either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, the Grantee may be compensated for the actual service hours provided. CA shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. Cancellation
CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;

10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a CA employee or CA customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure CA determines is necessary to protect the interests of Community Advocates.
- B. The Grantee shall provide written notice to CA of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide CA with a plan to correct the noncompliance.
- C. If CA determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, CA may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between CA and Grantee under this Agreement, including CA's finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* CA's and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Chief Executive Officer's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the agency in which the CA Grant Administrator is employed. The CEO must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The CEO will review the matter and issue a written determination within 30 days after receiving the review request.

23. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA may occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, CA and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of CA shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. CA and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

29. ANTI-LOBBYING ACT

The Grantee shall certify to CA that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

- A. Match Requirements: N/A
- B. Performance Reporting: Grantee will provide CA a Performance Report no later than 30 days past mid-point of the contract period and a CA Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by CA.

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of CA's and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates.

36. FEDERAL AWARD INFORMATION

Subaward period of Performance Start Date	9/30/2021
Subaward period of Performance End Date	9/29/2022
Amount of Federal Funds obligated (committed) by this action	\$21,000
Federal Award Project Description	Strategic Prevention Framework Partnerships for Success
Federal Awarding Agency Name (Department)	U.S Department of Health & Human Services
CA Awarding Official Name	Kari Southern
CA Awarding Official Contact Information	262-424 4119
CFDA Number	93 243

EXHIBIT III: Services Funded with Strategic Prevention Framework Partnerships for Success Grant Project Funds

A. Expectations

The Strategic Prevention Framework Partnerships for Success, 2019 (SPF-PFS) program provides an opportunity to target the priority issues of alcohol, marijuana and e-cigarettes/tobacco.

The program is designed to raise awareness about the dangers of use and abuse among young adults. SPF-PFS will also raise community awareness and bring drug prevention activities and education to schools, communities, and parents.

The goals of the SPF-PFS grant program are outlined below:

- 1) Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services
- 2) Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- 3) Increase capacity at the community-level to boost protective factors and mental health wellness

B. Required Activities

1. Grant Activities:

- Use the Strategic Prevention Framework to identify and select comprehensive, data-driven substance abuse prevention strategies to accomplish goals
- Build capacity to address underage drinking, marijuana and e-cigarettes/tobacco among persons aged 9-20
- Collect and report community-level data to determine progress toward addressing SPF-PFS prevention efforts across the community
- Utilize community coalition building strategies to advance substance abuse prevention efforts
- Develop prevention messaging and other prevention strategies and ensure dissemination of these messages
- Share effective resources with Region 5 Prevention Technology Transfer Center (PTTC) to enhance dissemination/adoption of best practices

C. Data Collection and Performance Measurement

All grantees are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. As SAMHSA has not issued guidance on what reporting measures will be required, we are anticipating grantees will be required to report performance on the following process measures:

- Number of active collaborators/partners supporting the grantee's comprehensive prevention approach,
- Number of people served and/or reached by IOM category (universal, selective,

- indicated), six strategies, demographic group and targeted population,
- Number and percent of evidence-based programs, policies, and/or practices implemented by subrecipient communities;
- Number of prevention activities at the subrecipient level that are supported by collaboration and leveraging of funding streams, and
- Number, type and duration of evidence-based interventions by prevention strategy implemented at the community level.

D. Terms and conditions for continued funding

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.

Acceptance of the Terms of an Award: By requesting repayment from Community Advocates, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify Community Advocates.

Certification Statement By requesting reimbursement, the grantee certifies that the grantee and any subcontractors have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded, (c) applicable requirements or limitations in appropriations acts, and (d) any requirements specific to the particular award.

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baec587eeee4ab7e6a68c4acb0&mc=true&r=PART&n=pt45.1.75>)

- 1. Executive Pay:** For FY 2016, the Consolidated Appropriations Act, 2016 (Pub L 113-76) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II annual salary is \$185,100.
- 2. Data Collection and Performance Measurement:** Government Performance and Results (GPRA) Modernization Act of 2010. All requirements specified around performance data collection must be followed. Recipients and sub recipients must comply with the performance goals, milestones, and expected outcomes.
- 3. Non-Supplant:** Federal funds must supplement, not replace (supplant) non-federal

funds All grantees who receive funding from Community Advocates must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

4. **Future Funding:** Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.
5. **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable

Grantees must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

CA may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency

Changes in Key Personnel: The recipient is required to notify the CA contract administrator in writing if the Project Director (PD)/coordinator or key personnel specifically named in the annual application will withdraw from the project entirely, be absent from the project during any continuous period of three months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). CA must approve any alternate arrangement proposed by the grantee.

Acknowledgement of Federal Funding: As required by HHS appropriations acts, all grantees and subgrantees must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds, and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Conferences: When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites)

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government

Mandatory disclosures: Consistent with 45 CFR 75 113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to CA and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

Confidentiality of Alcohol and Drug Abuse Patient Records: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

THIS AWARD IS SUBJECT TO REQUIREMENTS AS SET FORTH IN 2 CFR 25.110 CENTRAL CONTRACTOR REGISTRATION (CCR) (NOW SAM) AND DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBERS. 2 CFR Part 25 - Appendix A

Administrative and National Policy Requirements Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

The grantee and all subcontractors are responsible for complying with all requirements of the federal award. For all federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712.

An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Drug-free workplace The recipient and any subcontractors, must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the government-wide implementation (2 CFR part 182) of sec 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701-707)

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements: Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with state and federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>, and

<http://www.hhs.gov/ocr/civilrights/understanding/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Grantees must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Grant funds cannot be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

E. Funding Restrictions

Grant funds must be used for purposes supported by the program and may not be used to:

- Pay for any lease beyond the project period
- Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project)
- Pay for housing other than residential mental health and/or substance abuse treatment
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision (Expansion or enhancement of existing residential services is permissible)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services
- Only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs) Other sources of funds may be used for unallowable costs (e g , meals, sporting events, entertainment) Other support is

defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions

- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, SAMHSA discretionary grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$2.50 per person.
- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- CA will not accept a "research" indirect cost rate. The grantee must use the "other sponsored program rate" or the lowest rate available.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under

federal law

F. Subcontractors

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name

Title

Agency

Strategic Prevention Framework -Partnerships for Success
Title of Program

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E O) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6)

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	DUNS Number (Dun & Bradstreet, if applicable)	

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 15, 2022
REPORTS & RECOMMENDATIONS	Discussion/Direction Regarding Health Department Organization	ITEM NUMBER G.13.

With the resignation of Health Officer Day (effective 2/26/2022), the City has an opportunity to re-assess the structure and management of the Health Department. The programs and services offered by our Health Department are valuable and effective and have been re-affirmed by Council actions often over the years. The Mayor has no intention of making program changes or changes to employees.

However, the Public Policy Forum will soon be releasing a study on Milwaukee County Health Departments, their funding and their operations, along with recommendations on restructuring, for better effectiveness. This study should be considered in regard to possible structure changes in this time of transition.

The Mayor asks the Common Council for direction regarding the structure of the department.

Options include:

- Remain as is, recruit and hire a successor Director of Health & Human Services who also serves as the Health Officer.
- Consider contracting with a neighboring community to provide a Director of Health & Human Services.
- Consider merging departments with a neighboring community.
- Some other scenario.

The Mayor's current plan is to:

- Appoint an acting Health Officer which is required to maintain State Level II status and grant funding. (Requested under another agenda item.)
- Appoint a FHD staff member as on-site supervisor to maintain continuity.
- Advertise for and interview Health Officer candidates. It is anticipated that due to a number of factors, recruitment may take an extended period of time.
- Discuss contracting and merger possibilities with neighboring communities and return to the Council with summary if discussions are fruitful.

COUNCIL ACTION REQUESTED

Provide direction to the Mayor and Director of Administration on consensus course of action.

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE February 15, 2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Appointment of Acting Health Officer</p>	<p>ITEM NUMBER G.14.</p>

With the resignation of Health Officer Day, effective 2/26/2022, the City must appoint an Acting or Interim Health Officer, not only to maintain consistent service to our constituents, but to retain our Level II Health Department Agent status with the State of Wisconsin.

In the interim, between the retirement of Bill Wucherer and the hiring of Courtney Day, the City contracted with the Greenfield Health Department to provide a Health Officer and management services. That relationship was successful at the time. Given the enhanced working relationships between community health departments, Health Officer Day, Director of Administration Steeno, and the Mayor recommend an agreement with a neighboring community to provide a Health Officer and management services on an interim basis.

Terms of the agreement and scope of work are being worked out. Because of the timing of Director Day's resignation and our State Contract, we must make the appointment at this meeting.

We recommend an agreement period of at least 120 days, renewable and severable.

Final details will be provided at the Council Meeting.

Fiscal Impact

Funds for these services would come from the salary savings from the open Director of Health & Human Services position.

COUNCIL ACTION REQUESTED

Appoint a current Municipal Health Officer to serve as acting Health Officer for the City of Franklin for a period of 120 days and authorize the Mayor and Director of Administration to sign appropriate agreements.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 15, 2022
REPORTS & RECOMMENDATIONS	UDO REWRITE PROJECT UPDATE FOR COMMON COUNCIL – PUBLIC PROCESS AND DIAGNOSTIC REVIEW	ITEM NUMBER G.15.

BACKGROUND

The Common Council authorized a professional agreement with Houseal Lavigne Associates/Birchline Planning LLC for the comprehensive UDO Rewrite Project in June 2021. Since that time, staff and the consultants have conducted a project kick-off meeting; held informational sessions with the public at City Hall and at the St. Martins Fair; had discussions with the Plan Commission and the Common Council on expectations of this process; and conducted stakeholder interviews (9 total).

Staff organized a UDO Rewrite Task Force, which is comprised of 10 persons, including the Plan Commission, 1 member of the Economic Development Commission, and 2 members of the Environmental Commission. The first meeting of this Task Force occurred at the first part of the most recent Plan Commission meeting on Thursday, February 3, 2022, to review and hear a presentation by the consultants of the UDO Diagnostic memo and associated mapping. Materials for this review were provided to Task Force members, staff, and posted on the City website as well as the project webpage (www.hla.fyi/FranklinUDO). The memorandum from the Consultants is attached to this document along with the existing and draft revised Zoning Map, which was based in part on the land use recommendations of the City of Franklin 2025 Comprehensive Master Plan.

SUMMARY OF RECOMMENDATIONS

The Diagnostic and Preliminary Recommendations memorandum (attached) contains a review of the UDO as currently constructed, along with preliminary recommendations by the Consultant (based in part on staff input and prior discussions with the Common Council). The memorandum is structured around the proposed structure for the rewritten UDO. The Diagnostic memorandum includes the following recommendations:

- Include form-based elements into the revised UDO;
- Revise the UDO’s approach to regulating religious uses and facilities;
- Reduce the number of zoning districts, in particular
 - Reducing the number of residential districts from 12 to 5 (retaining a version of the current R-3, R-6, R-8, VR, and RC-1)
 - Reducing the number of nonresidential districts from 16 to 10 (retaining a version of the current B-1, B-2, B-3, B-4, BP, VB, I-1, M-1, P-1, and reinstated L-1 Landfill)
- Changes to the retained districts to bring them more in line with development currently built (primarily lot area and lot width standards);
- Consolidate bulk and dimensional standards into a single article and to make changes to specific requirements for multi-family development to enable smaller scale projects and avoid “complex” designs;
- Incentivize mixed-use development along South 27th Street via density bonuses and flexible design requirements to encourage affordable housing;
- Replace the existing use tables with locally constructed tables that relate more directly to actual development and not reference an industrial census as the baseline, which would include creating and defining specific new use categories and standards for their approval;
- Provide more flexibility for smaller scale multi-family projects in appropriately zoned locations;
- Create more flexibility in the implementation process, including more administrative approvals and eliminating unnecessary public review requirements.

- Replace minimum parking requirements with parking maximums, and also providing for bicycle parking requirements;
- Enhance pedestrian facilities on development sites and in coordination with public sidewalks and trails;
- Significantly shift the approach for landscaping and screening requirements such that they are ecologically consistent and coordinated with stormwater management requirements;
- Establish and enhance fencing requirements and standards as a design requirement rather than as an accessory use;
- Establish a set of standards for developing multi-building developments, including orientation and massing standards as well as materials based on the orientation.
- Consolidate and revise natural resource protection standards to providing a more straight-forward, comprehensible approach to resource protection on a scale larger than the individual site, and intended to address changes to State laws and changes to model regulations for wetlands and floodplains;
- Consolidate the PDD standards into one Article, and providing greater clarity on amendments and on planning requirements;
- Consolidate subdivision standards and requirements into a single Article, and providing more flexibility via cluster/conservation design, as well as providing more flexibility with alleys, reduced rights-of-way and roadway profiles;
- Provide concise direction on administrative processes, and place all plan document requirements in a separate publication via reference.
- Make site plan review a purely administrative process.
- Provide clearer guidance and review processes for all public review applications.

The Consultants provided additional mapping of their Nonconformity Analysis, which can be found at the project webpage as well as the Plan Commission packet for February 3, 2022, and the Current and Proposed Zoning maps, which are attached for reference. It is noted that the Proposed Zoning Map is a first draft and subject to substantial revisions. All documentation not included here is provided via the project webpage.

DIAGNOSTIC DISCUSSION

The Task Force provided feedback to the Consultants and staff regarding the Diagnostic review. The Consultants addressed questions and comments from the Task Force, including the status of the proposed Zoning Map (which is a first draft only); comments regarding the location of conserved lands; additional standards for uses; how to address administrative issues without going through unnecessary public reviews; discussions about various scenarios including fences, parking, sidewalk locations and requirements; the question of how to provide effective landscaping requirements rather than just “numbers”; how to address protection of resources beyond the site-level review, and how to combine landscaping and resource mitigation effectively to enhance resources; a discussion about the “floodplain ordinance” and what it means to update vs. adopt by reference; permitting alleys as a private street rather than for public maintenance; how to create more flexibility in the review/administrative processes.

The next step in the process is review of various pieces of the proposed UDO document, which will be handled Article by Article.

FISCAL NOTE

No impact, Agreement already in place. This is a policy update only.

COUNCIL ACTION REQUESTED

No action needed or requested.



MEMORANDUM

Date: January 26, 2022

SENT VIA EMAIL

To: Heath Eddy, Planning Manager
City of Franklin, WI

From: Houseal Lavigne Associates
John Houseal, FAICP, Cofounder | Principal
Jackie Wells, AICP, Project Manager
Ruben Shell, Planner

Re: **Franklin, WI Unified Development Ordinance
Unified Development Ordinance Diagnostic and Preliminary Recommendations**

The purpose of this memorandum is to assess the strengths and weaknesses of the City of Franklin's Unified Development Ordinance (UDO) and to show the Houseal Lavigne and Birchline Planning team's preliminary recommendations for updates to the UDO. The assessment and preliminary recommendations were developed based on conversations with Franklin planning staff, department heads, and common council members during the project kick-off phase and community stakeholder interviews during the public engagement phase.

This memorandum proposes a new organizational structure for the UDO by article. Each article in the proposed structure is discussed as a major heading in the memorandum. The existing parts and divisions of the City's existing UDO that are recommended to be refined or replaced are discussed under each proposed article heading. New proposed regulations are also discussed in each article and examples used throughout the United States are shown where relevant to portray how the new recommended regulations should be written.

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PROPOSED STRUCTURE

Land development regulations are best organized in a manner that makes them straightforward for municipal staff to administer and for the public to understand. This type of user-friendly format employs tables and graphics when appropriate, organizes information that is typically used together in the same sections, and orders the sections sequentially with those that are most frequently referenced at the document's beginning. Several divisions within Franklin's UDO are used in conjunction with one another and should be placed together. For instance, Division 15-8 0100 contains required site features including pedestrian and streetscape features for land divisions, while the land division procedures and criteria are in Division 15-9 0300. It is recommended that Franklin's UDO be organized into the eleven articles shown below to improve the document's user-friendliness.

Article 1: General Provisions

Article 2: Establishment of Districts

Article 3: District Specific Standards

Article 4: Use-Specific Standards

Article 5: General Development Standards

Article 6: Natural Resource Standards

Article 7: Planned Development Standards and Procedures

Article 8: Subdivision Standards

Article 9: Administrative Standards and Procedures

Article 10: Nonconformities

Article 11: Definitions

UDO ASSESSMENT AND PRELIMINARY RECOMMENDATIONS

General UDO Recommendations

Throughout the UDO it is recommended that charts, tables, graphics, and flowcharts be incorporated as appropriate to clarify regulation interpretation and to make the code more user friendly. Likewise, legalese and other jargon should be eliminated wherever possible.

Form-Based Code Applicability

As is the case with most older land development codes, Franklin's UDO is what is known as a Euclidian zoning ordinance. Euclidean zoning ordinances divide a community into zoning districts based on the desirable uses in different areas and establishes rules for how land in each district can be used. Euclidean zoning districts keep high-intensity uses that may impact surrounding properties, like manufacturing, away from less intense uses, like homes and schools. Each district establishes different rules, including which uses are allowed and how they are permitted, how large buildings can be and the locations in which they are permitted on a lot, how much open space must be left over, and how much parking has to be provided.

Franklin's UDO does not contain form-based regulations, which is a more modern approach to zoning regulations. Form-based codes divide a community into districts, however, they specify the architectural qualities and built patterns that are allowed rather than how land is used. Form-based codes are often seen as an advantageous tool to ensure that future development fits the existing context and to explicitly require architectural detailing and appealing site design. Form-based codes can be more complicating than their Euclidean counterparts and therefore more difficult for staff and elected/appointed officials to administer. To alleviate this downside, specific form-based regulations can often be incorporated within Euclidian codes to regulate architectural and built qualities in the situations where they are most important to be specified, leaving much of the framework that municipal staff and the development community are used to intact.

The City of South Bend, Indiana was awarded the Driehaus Form-Based Code Award from Smart Growth America in 2021. The City's new form-based code includes regulations that emphasize building formats and appearances rather than use. For instance, the standards for the Downtown District include regulations for façade articulation, requiring vertical articulation of facades at least every 32 feet and horizontal articulation with features such as belt courses, or cornices to distinguish between building floors. Similarly, the district requires that primary facades be oriented toward front yards or open spaces, feature high-quality, durable materials such as brick, glass, and lapped, shingled, or panel fiber cement board siding, and include minimum quantities of transparent materials such as glass on each floor. Franklin should consider adopting similar façade appearance regulations as described above and detailed in the general development standards section of this memo for all non-single family development.

Additionally, South Bend's new code contains regulations that govern the appearance of building frontages that adjoin streets and sidewalks. For example, the code requires a storefront frontage for all retail uses, which feature a primary entrance at grade and incorporates windows on the front facade. The storefront frontage type includes requirements for recessed front entrances and standards to encourage open-ended, operable awnings or canopies and bi-fold glass windows and doors. Franklin should consider specifying design qualities for these building frontage types for mixed-use and retail structures in the Saint Martin's Road Historic Business Districts to promote mixed use and walkable built patterns in keeping with the District's intent.

Form-Based Code in South Bend, Indiana

Building Standards



(1) Building Standards	
Facade Transparency Index	
Ground Floor - Front & Corner Facade	
Non-Residential	60%
Residential	25%
Upper Floor - Front & Corner Facade	15%
Facade Articulation	
Any building greater than 50' wide shall provide vertical articulation elements no greater than 12' in vertical height and horizontal base, belt courses, cornice, etc. to distinguish the ground floor from upper stories.	
Building Materials	
A minimum of 60% of each front or corner facade shall be constructed of high quality, durable natural materials, such as stone or brick, wood (as long as aged, stained, or painted floor cannot be used), or glass. High quality synthetic materials may be approved by the Planning Commission for each front or corner facade (such as stone or brick) for architectural elements (e.g. quoins, pilasters, window courses, sills, frames, cornices, dentils, architraves, etc.). See Section 21-08-03(g) for all building material standards. See Section 21-08 for full building standards.	

21-08.03(g) Frontage Type: Storefront

(1) Description

A storefront is utilized for all retail uses featuring a primary entrance at grade and incorporating substantial windows at the sidewalk level for the display of goods, services, and signs.

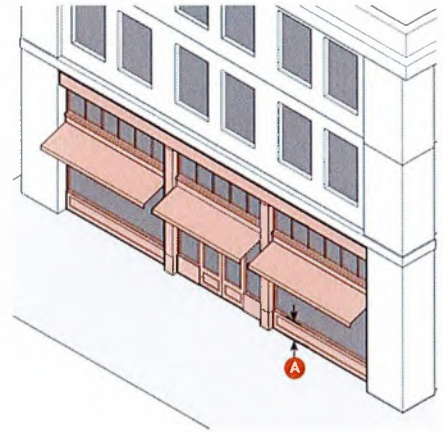
(2) Frontage Standards

Dimensions

Depth of Recessed Entry	5' max.
Sill Height	3' max.

Standards

Open-ended, operable awnings or canopies are encouraged for shade and weather protection. Bi-fold glass windows and doors that allow the space to open to the sidewalk are encouraged. Residential grade windows are not permitted.



Religious Land Use and Institutionalized Persons Act Compliance

The Religious Land Use and Institutionalized Persons Act (RLUIPA), effective since September 2000, mandates that land use regulations must:

- Grant "equal treatment" to a religious assembly or institution as compared with a nonreligious assembly or institution;
- Not discriminate on the basis of religion or religious denomination;
- Not totally exclude religious assemblies or institutions; or
- Not unreasonably limit religious assemblies or institutions within a jurisdiction.

RLUIPA does not exempt religious institutions from land use regulations, however, it offers religious institutions the opportunity to challenge regulations when they pose a substantial burden.

Relevant Case Law

In *Lighthouse Institute for Evangelism v. City of Long Branch*, 510 F.3d 253 (3rd Cir. 2007), cert. den. 128 S.Ct. 2503, 171 L.Ed.2d 787 (2008), the zoning ordinance for a downtown commercial district permitted a variety of uses, including an "assembly hall," but did not permit churches. The Third Circuit construed the equal terms provision at 42 USC 2000cc-(b)(1) to require that a person asserting a claim under the equal terms provisions must show (1) it is a religious assembly or institution, (2) subject to a land use regulation, which regulation (3) treats the religious assembly on less than equal terms with (4) nonreligious assembly or institution (5) that causes no lesser harm to the interests the regulation seeks to advance. 510 F.3d at 270. The Court found that "it is not apparent from the allowed uses why a church would cause greater harm to regulatory objectives than an 'assembly hall' that could be used for unspecified meetings[.]" and concluded that the zoning code violated the equal terms provision. *Id.* at 272.

The Third Circuit required a showing under the fifth element listed above, the zoning scheme permits a nonreligious assembly or institution that "causes no lesser harm to the interests the regulation seeks to advance." The Third Circuit test rejects strict scrutiny in favor of "strict liability," that is, if the regulation treats religious assemblies on less than equal terms with nonreligious assemblies that are no less harmful to the regulatory objective, and then the regulation fails, without more. According to the Third Circuit, Congress explicitly required strict scrutiny in evaluating claims under the "general rule" at 42 USC 2000cc-(a) but did not similarly specify that strict scrutiny should be applied to equal terms and discrimination claims under 42 USC 2000cc-(b). *Id.* at 269.7.

In summary, this case clarified that in a business district where a municipality permits a city hall, library, fraternal organization, or other non-taxing institution or place of assembly, the municipality must also permit a religious institution. In a business district that establishes the intent of creating tax revenue for the municipality, a municipality can prohibit a religious institution, but only if the municipality also prohibits other non-taxing institutions or assemblies.

Zoning Ordinance Review and Recommendations

District Purpose and Intent. As detailed by the Third Circuit, the equal terms provision of RLUIPA requires that any restriction on land use be justified by the intent and purpose of that regulation. This interpretation of RLUIPA allows for a municipality to protect areas intended for commercial uses and the generation of tax revenue from uses that are tax exempt. In order to comply with this interpretation of the law, it is recommended that the City revise the intent and purpose of all business districts to reflect this interest. The following language is recommended:

“It is the intent and purpose of this district to protect areas for commercial development and the generation of property tax revenue from the encroachment of nontaxable bodies including non-commercial places of assembly as defined in this Ordinance.”

Uses. The City currently has many uses that could be interpreted as places of assembly or places of worship. To ensure compliance with RLUIPA, it is recommended that these uses be replaced with the uses listed below:

- **Non-commercial Place of Assembly:** A building or outdoor area operated not for profit wherein individuals or groups of people gather for an attraction or service, such as but not limited to, community centers, fraternal or civic organizations, lodges, libraries, museums, municipal buildings, auditoriums, or religious institutions. Non-commercial place of assembly shall also include places of worship, nonprofits, or quasi-public uses such as but not limited to fellowship halls, parish halls, and similar buildings used for meetings, religious education, and similar functions, but excluding licensed child or adult daycares, playgrounds, cemeteries, public or private primary and secondary schools, colleges and universities, hospitals, sanitariums, nursing homes, public administrative offices, public service buildings, and public utility offices.
- **Commercial Place of Assembly:** A building or outdoor area operated for profit wherein individuals or groups of people gather for an attraction or service such as but not limited to movie theaters, banquet halls, sports arenas, funeral parlors, health clubs, gyms, or conference centers.

The following table summarizes how each of the proposed uses are proposed to be allowed in the City's districts.

<i>Use</i>	<i>Residential Districts</i>	<i>Commercial Districts</i>	<i>Industrial/ Extractive Districts</i>	<i>I-1 Institutional</i>
<i>Religious and Assembly Uses</i>				
Noncommercial Place of Assembly 10,000 sq ft or less	P	--	--	P
Noncommercial Place of Assembly Greater than 10,000 sq ft	S	--	--	S
Commercial Place of Assembly 10,000 sq ft or less	--	P	--	P
Commercial Place of Assembly Greater than 10,000 sq ft	--	S	--	S

Districts. Several churches exist throughout the community in commercial designations, including St James Catholic Church in the B-4 District along S 27th Street and the Sacred Heart Monastery along S Lovers Lane

Road It is recommended that the City rezone all properties with an existing noncommercial place of assembly to the I-1 District to ensure that existing uses do not become legally nonconforming

Article 1: General Provisions

It is recommended that Article 1 General Provisions include the sections of the existing UDO that establish the statutory authority, title, intent, purpose, interpretation procedures, jurisdiction, and other topics that establish the UDO's use and defensibility This includes the text within the existing Part 1 - Introduction and Part 2 - General Provisions, which should be consolidated as follows It is recommended that the existing §15-1 0109 and §15-1 0110 be combined in a vested rights subdivision The intent statements in §15-1 0104 include a lengthy list of objectives, and it is recommended that the statements be condensed to add clarity and reduce the risk of conflicting interpretations It is recommended that the existing §15-2 0103 (A), (B), and (C) be consolidated into a single concise statement

Article 2: Establishment of Districts

Division 15-3 0101 establishes the zoning districts, however, each district's purpose and intent statement is detailed later in the UDO For instance, the purpose and intent statements for the residential districts are in Division 15-3 0200, while those for the nonresidential districts are in Division 15-3 0300 The districts and their purpose and intent statements are most clearly organized together It is recommended that the new Division 2 Establishment of Districts include all the existing text that defines the City's commercial and residential districts and establishes their purpose and intent Several existing districts contain lengthy intent and purpose statements in multiple clauses, as is the case with the R-3 Suburban Estate District It is recommended that each district's purpose and intent statement be condensed into two to three sentences that include at a minimum the detail the district's

- Density range/development intensity
- Predominant land use
- Distinguishing features

Franklin's UDO contains 38 zoning districts, including conventional zoning districts, overlays, and the planned development district The following sections propose the rezoning of 2,516 of Franklin's 13,215 parcels (roughly 19% of the total) to match the regulations where similar development patterns, uses, and context exists between different locations The proposed rezoning will also reduce the number of districts to 20, reducing their redundancy and streamlining the UDO

Residential Districts

Division 15-3 0200 establishes 12 residential districts The following text contains recommendations regarding the rezoning of parcels to ensure that the regulations accommodate existing development patterns and uses, and to consolidate districts to streamline the UDO

R-3 District. The R-3 District is intended to promote suburban single-family residential development and encompasses several residential subdivisions throughout the community It is recommended that several areas that hold potential for continued suburban residential growth, have similar character, or that adjoin existing R-3 subdivisions be rezoned to the R 3 District as follows

The group of R-2 parcels south of W Rawson Avenue between S North Cape Road and the City's western boundary adjoin R-3 subdivisions to the east and north Much of the R-2 parcels are developed with suburban residential formats similar to the neighboring R-3 neighborhoods Several large undeveloped R-2 parcels remain within the area however and could accommodate additional suburban residential growth if rezoned to the R 3 District

Similarly, the nine R-4 parcels located along S North Cape Road immediately to the north should be rezoned to the R-3 District These parcels are similarly sized and contain similar single-family residential structures as

the large contiguous R-3 neighborhood immediately west across S North Cape Road. It is recommended that these parcels be rezoned to R-3, since the existing development and lot size and width are similar to those in the adjacent R-3 neighborhood.

Meanwhile, three R-2 parcels at the intersection of W Oakwood Road and S 34th Street accommodate similar suburban residential patterns as the existing R-3 subdivision immediately to the north. It is recommended that these parcels be rezoned to the R-3 District to ensure that similar development patterns occur between the three parcels and the subdivision to the north over time.

It is recommended that the individual R-1E parcel located on the east side of S 51st Street north of W Ryan Road be rezoned to the R-3 District since it is surrounded by an R-3 neighborhood to the north, east, and west. It is recommended that the R-1E District be eliminated as it would no longer apply to any parcels.

The existing R-3E District is intended to promote suburban/estate residential development although with larger minimum bulk requirements than the R-3 District. The R-3E District encompasses one subdivision in the City's north between W Loomis Road and S Lovers Land Road. It is recommended that the subdivision be rezoned to the R-3 District, given that the R-3E only applies to a limited number of parcels and that most of the parcels match the lot size and width standards and development patterns typical of the R-3 District. This would allow for the elimination of the R-3E District to streamline the UDO.

Another subdivision is located immediately to the north from the existing R-3E across W Rawson Avenue but is zoned R-2. The neighboring R-2 subdivision includes similarly-sized lots and similar single-family residential structures as the R-3 subdivision to the south. It is recommended that the R-2 subdivision be rezoned to the R-3 District to ensure that the same zoning standards apply across these adjoining neighborhoods, which have similar existing characteristics.

The stretch of parcels along W Oakwood Road east of 60th Street are recommended to be rezoned from R-2 to R-3, as the existing lot and housing characteristics closely match the suburban residential character in the R-3 elsewhere in the community. Although market factors may favor industrial uses in this area over time, no planning rationale has been established to support a transition from residential to industrial uses. Likewise, several properties on the west side of S 60th Street north of W Oakwood Road are recommended to be designated as R-3, given their existing residential uses.

R 6 District. The existing R-6 District encompasses several large residential subdivisions within the City, including the neighborhood south of W Rawson Avenue and east of S 51st Street, and the one east of W Loomis Road at W Drexel Avenue. It is recommended that the R-6 District be retained and that several areas in other districts be rezoned into the district as follows:

A group of R-4 parcels exists along W Jefferson Terrace in the City's west. These parcels are similar in character and feature similar residential patterns to R-6 parcels throughout the community. It is recommended that these parcels be rezoned to R-6 to apply similar regulations where similar existing development exists.

Likewise, several R-4 and R-5 parcels are in the subdivision along S 67th and S 66th Streets, however, the majority of the subdivision's parcels are zoned R-6. The subdivision's parcels feature similar lot area and width characteristics that conform most closely to the R-6 dimensional standards and similar single-family housing exists across the parcels. It is recommended that the R-4 and R-5 parcels be rezoned to R-6 to match the regulations across the neighborhood.

The existing R-5 District encompasses several single-family residential subdivisions throughout the City. It is recommended that the existing R-5 areas be rezoned to the R-6 district, given their adjacency with and similar development patterns to R-6 neighborhoods, which would allow for the elimination of the redundant R-5 District from the UDO. The R-5 areas to be rezoned to R-6 are detailed below:

A group of existing R-5 parcels is located south of W Drexel Avenue and east of S 51st Street but is surrounded by an existing R-6 neighborhood. The R-5 neighborhood has similar lot widths and areas and contains similar types of single-family houses as the adjoining R-6 neighborhood. It is recommended the R-5

parcels be rezoned to R-6 to ensure that the same zoning standards apply across the adjacent neighborhoods, which have similar characteristics

An existing group of R-5 parcels surrounds W Silverwood Court, however, most of the surrounding subdivision along S Golden Lakes Way is zoned R-6. The R-5 parcels have similar area and width characteristics and feature similar single-family housing as the surrounding R-6 area. It is recommended that the R-5 parcels be rezoned to R-6 to match the zoning standards in the subdivision.

Likewise, several R-4 and R-5 parcels are in the subdivision along S 67th and S 66th Streets, however, the majority of the subdivision's parcels are zoned R-6. The subdivision's parcels feature similar lot area and width characteristics that conform most closely to the R-6 dimensional standards and similar single-family housing exists across the parcels. It is recommended that the R-4 and R-5 parcels be rezoned to R-6 to match the regulations across the neighborhood.

An additional cluster of R-5 parcels is located at the east end of Mallard Court adjacent to the R-6 parcels immediately to the east. Similar lot area and width characteristics apply and similar housing exists across all these parcels. It is recommended that the R-5 parcels be rezoned to R-6 to match the zoning regulations across the contiguous lots.

Additionally, it is recommended that the neighborhood that straddles 51st Street north of W Rawson Avenue be rezoned from R-5 to R-6, given that similar lot area and width characteristics and similar housing exists within the subdivision as in the adjacent R-6 areas south of W Rawson Avenue. Similarly, it is recommended that the Ryanwood Manor subdivision northwest of S 76th Street and W Oakwood Road intersection be rezoned from R-5 to R-6 given the area's similar lot characteristics and development patterns as in existing R-6 neighborhoods throughout the community.

Further it is recommended that the Mission Hills subdivision and Mission Hills addition be rezoned from R-5 to R-6, given that the lot sizes and widths and existing housing characteristics closely match those of the existing R-6 neighborhoods throughout the City, such as east of W Loomis Road.

R-8 District. The R-8 District is intended to preserve and establish multifamily uses in Franklin and encompasses several multifamily developments in the City. It is recommended that the R-8 District be retained to promote multifamily uses in appropriate areas of transition with other residential uses.

The R-7 Two-Family Residence District is intended to establish and preserve two-family housing across Franklin. The District encompasses several distinct areas with existing duplex uses. It is recommended that the R-7 District be consolidated with the R-8 District, given that the R-8 District already allows two-family residential uses as special uses within the district. The consolidation of the R-7 with the R-8 would allow for multifamily and duplex uses together in one district, streamlining the number of districts and reducing the UDO's redundancy. Additionally, one lot just north of Forest Home Avenue at St. Martins Road is recommended to be re-designated from FW to R-8.

V-R. The V-R District is intended to preserve the historic residential areas in the Saint Martin's Village community and to allow infill development that fits its character. It is recommended that the V-R District be preserved to promote continued preservation and appropriate residential development within the district.

RC-1. The RC-1 Conservation Residence District is established in §15-3 0211 to allow mixed housing types while protecting and restoring environmentally sensitive areas. The district currently regulates several undeveloped natural areas within existing subdivisions. §15-3 0211 specifies the RC-1 district as a base district with distinct dimensional standards and permitted uses, similar to the City's other base districts. However, the City's online parcel viewer indicates that the district applies only to portions of individual parcels, parts of which are split with other districts. It is recommended that the parcels that are split between the RC-1 District and other designations be rezoned to the other base district.

The UDO establishes the RC-1 Countryside/Estate Single Family Residence in §15 3 0201, which is intended to preserve the community's countryside/estate character and serve as a transition between rural and suburban areas. Similarly, the R-2 Estate Single-Family Residence District in §15 3 0202 is intended to

promote estate housing on large lots and preserve and enhance the estate character of the community Franklin staff recommended that all properties in the R-1 District, and the large-lot rural residential properties zoned R-2 in the City's southwest be consolidated under the RC-1 District to retain these area's rural character under one district

Nonconformities Analysis

A nonconformities analysis compares the existing minimum lot area and width requirements established for a district with the existing development within that district The analysis provides insight on how regulations can be right-sized to better reflect existing development patterns, easing the burden on landowners as they seek to reinvest in their property and on staff and elected/appointed officials as they consider variance requests

The analysis first determines the number of parcels in each district that do not conform with the existing lot size and width requirements It then determines the number of parcels in each district that would remain nonconforming if the existing lot area and width requirements were reduced The goal is to reduce the number of nonconforming lots per district to roughly ten percent while minimizing the opportunities for the subdivision of new lots under the proposed standards

The analysis was conducted for the residential zoning districts as they are proposed to be revised earlier in this report, including the R-3, R-6, R-8, V-R, and RC-1 Districts Many parcels in each district that the analysis was performed for did not include sufficient data for the analysis and were not included, as shown in the accompanying map series The analysis was not performed for nonresidential districts

Maps illustrating the analysis are included in the appendix of this memorandum

R-3 District. The initial analysis revealed that 10 percent of proposed R-3 parcels, or 260 of 3,156 parcels, do not comply with the existing lot area minimum, while 38 percent, or 1,007 parcels do not comply with the existing lot width minimum. To understand what lot area and width requirements would be most appropriate for the district, alternative minimums were tested as shown in the tables below.

Lot Area Minimum - R-3	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 20,000 sq ft</i>	260	10%
<i>Alternative – 18,000 sq ft</i>	107	4%

Lot Width Minimum - R-3	Number of Parcels Less than Minimum	Percent of Parcels Less than Minimum
<i>Existing – 110 ft</i>	1,007	38%
<i>Alternative – 100 ft</i>	488	18%
<i>Alternative – 90 ft</i>	226	8%

The analysis revealed that a more appropriate lot width standard would be 90 feet. Although the analysis indicated that the existing lot area standard of 20,000 square feet is appropriate for the district, it also indicated that a reduced lot area of 18,000 square feet would result in fewer nonconformities.

To ensure that the reduced lot area and width minimums would not alter the character of neighborhoods in the proposed R-3 District, the alternatives were tested to determine the number of subdivision opportunities each would create. New opportunities for subdivision are lots that are at least two times greater than the alternative lot area and width minimums but that cannot be subdivided under the existing lot area or width minimums. A total of 121 opportunities for subdivision exist under the current R-3 standards. The opportunities for new subdivision are detailed in the table below.

Lot Area Minimum	Lot Width Minimum	New Opportunities For Subdivision
<i>Alternative - 20,000 sq ft</i>	<i>100 ft</i>	41
<i>Alternative - 20,000 sq ft</i>	<i>90 ft</i>	70
<i>Alternative - 18,000 sq ft</i>	<i>110 ft</i>	10
<i>Alternative - 18,000 sq ft</i>	<i>100 ft</i>	52
<i>Alternative - 18,000 sq ft</i>	<i>90 ft</i>	85

The analysis shows that the reduced lot width standards would cause the number of new subdivision opportunities to increase more rapidly, while reduced lot area standards would generate fewer new subdivision opportunities. For instance, reducing the lot width to 90 feet while retaining the existing lot area standard of 20,000 square feet would result in 70 new subdivision opportunities. Meanwhile, reducing the lot width to 100 feet and reducing the lot area to 18,000 square feet would result in 52 new subdivision opportunities.

The analysis indicated that, overall, reducing the lot area and width standards would not create a number of new subdivision opportunities that would result in substantial change in neighborhood character. For example, a reduced lot area standard of 18,000 square feet and reduced lot area standard of 90 feet would result in 85 new subdivision opportunities, which is a relatively modest increase over the 121 subdivision opportunities that exist under the current standards and is still a relatively small number of new lots relative to the total in the district (3,156 lots).

Based on the results of this analysis, it is recommended that the R-3 District lot area minimum be revised to 18,000 square feet and the lot width minimum be reduced to 90 feet.

R-6 District. The initial analysis revealed that 25 percent of the lots in the proposed R-6 District, 914 lots total, do not conform with the existing lot area requirement, while 51 percent of the lots in the proposed R-6 District, 1,843 lots total, do not conform with the existing lot width minimum. To understand what lot area and width requirements would be most appropriate for the district, alternative minimums were tested as shown in the tables below.

Lot Area Minimum - R-6	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 11,000 sq ft</i>	889	19%
Alternative – 10,000 sq ft	243	5%

Lot Width Minimum - R-6	Number of Parcels Less than Minimum	Percent of Parcels Less than Minimum
<i>Existing – 90 ft</i>	2,083	44%
Alternative – 80 ft	628	13%
Alternative – 70 ft	371	8%
Alternative – 60 ft	250	5%

The analysis revealed that a more appropriate lot area standard would be 10,000 square feet, while a more appropriate lot width standard would be either 80, 70, or 60 feet.

To ensure that the reduced lot area and width minimums would not alter the character of neighborhoods in the R-6 District, the alternatives were tested to determine the number of subdivision opportunities they would create. New opportunities for subdivision are lots that are at least two times greater than the alternative lot area and width minimums but that cannot be subdivided under the existing lot area or width minimums. A total of 91 subdivision opportunities exist under the current standards. The opportunities for new subdivision under the alternatives are detailed in the table below.

Lot Area Minimum	Lot Width Minimum	New Opportunities For Subdivision
<i>Alternative - 11,000 sq ft</i>	<i>80 ft</i>	30
<i>Alternative - 11,000 sq ft</i>	<i>70 ft</i>	69
<i>Alternative - 11,000 sq ft</i>	<i>60 ft</i>	141
<i>Alternative - 10,000 sq ft</i>	<i>90 ft</i>	9
Alternative - 10,000 sq ft	80 ft	46
<i>Alternative - 10,000 sq ft</i>	<i>70 ft</i>	92
<i>Alternative - 10,000 sq ft</i>	<i>60 ft</i>	179

The table shows that a total of 46 new parcels would be possible under the 10,000 square foot lot area and 80-foot lot width standards, which is a relatively small increase above the existing 91 subdivision opportunities. Meanwhile, the 10,000 square foot lot area and 70-foot lot width standards would result in 92 potential new parcels - a substantial increase in the number of potential new parcels. The 10,000 square foot lot area and 60-foot lot width standards would result in an even greater increase (196 percent) in the number of subdivision opportunities over the existing standards.

Based on these results, it is recommended that the R-6 District lot area standard be revised to 10,000 square feet and that the lot width standard be revised to 80 feet.

R-8 District. The analysis was performed to test lot area and width for parcels in the proposed R-8 District with existing single-family detached or duplex uses only. The analysis was performed using the lot area and width standards in the existing R-7 Two-Family Residence District because the district contains most of the proposed R-8 District's single-family detached or duplex uses.

The analysis revealed that 102 parcels with single-family detached or duplex uses, 50 percent of the total, do not conform with the existing lot area standard of 18,000 square feet while 130, or 64 percent, do not conform with the existing lot width standard. To understand what lot area and width requirements would be most appropriate for the single-family detached and duplex uses in the district, alternative minimums were tested as shown in the tables below.

Lot Area Minimum – R-8	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 18,000 sq ft</i>	102	50%
<i>Alternative – 17,000 sq ft</i>	96	48%
<i>Alternative – 15,000 sq ft</i>	80	40%
<i>Alternative – 13,000 sq ft</i>	41	20%
Alternative – 12,500 sq ft	21	10%
Alternative – 12,000 sq ft	0	0%

Lot Width Minimum – R-8	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing - 125 ft</i>	130	64%
<i>Alternative - 110 ft</i>	108	53%
Alternative - 100 ft	50	25%
<i>Alternative - 99 ft</i>	23	11%

The analysis revealed that a lot area standard of 12,500 square feet or 12,000 square feet would be more appropriate for the district and that a lot width standard of 100 feet would be more appropriate. The analysis indicated that an alternative width standard of 99 feet would further reduce the nonconformity rate to 11 percent, indicating that many lots are slightly narrower than 100 feet. To accommodate these lots, the minor variance process is proposed later in this report.

To ensure that the reduced lot area and width minimums would not alter the character of neighborhoods in the proposed R-8 District, the alternatives were tested to determine the number of subdivision opportunities they would create. New opportunities for subdivision are lots that are at least two times greater than the alternative lot area and width minimums but that cannot be subdivided under the existing lot area or width minimums. First, subdivision opportunities under the lot width and area regulations for both single-family detached and duplex uses were tested. A total of 12 subdivision opportunities exist under the existing R-7 standards. The opportunities for subdivision under the alternatives are detailed in the table below. The analysis revealed that six new subdivision opportunities would be created if the lot area minimum were revised to 12,500 square feet and the lot width minimum were revised to 100 feet. Only seven new subdivision opportunities would be created if the lot area minimum were reduced to 12,000 square feet and the lot width were revised to 100 feet. The number of potential new parcels that would result from either set of standards would be relatively small compared to the 202 total parcels in the proposed R-8 District.

Lot Area Minimum	Lot Width Minimum	New Opportunities For Subdivision
<i>Alternative - 12,500 sq ft</i>	<i>100 ft</i>	6
Alternative - 12,000 sq ft	100 ft	7

Based on these results, it is recommended that the R-8 District lot area standard be revised to 12,000 square feet and lot width standard be revised to 100 feet.

V-R District. The initial analysis revealed that a total of 2 percent of parcels in the Village Residential District, a total of 3 parcels, do not conform with the existing lot area minimum, while 6 percent of parcels in the District, a total of 2 parcels, do not conform with the existing lot width minimum. These results suggested that the existing dimensional standards are appropriate for the existing development in the District and no alternative standards were tested.

Lot Area Minimum – V-R	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 7,200 sq ft</i>	3	1%

Lot Width Minimum – V-R	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 60 ft</i>	2	6%

Based on these results, it is recommended that the V-R District lot area standard of 7,200 square feet and lot width standard of 60 feet be retained.

RC-1 District. The initial analysis revealed that no parcels in the RC-1 District were nonconforming with the existing lot area minimum, while 5 percent of the parcels in the District, a total of 4 parcels, do not conform with the existing lot width minimum. These results suggested that the existing dimensional standards are appropriate for the existing development in the District and no alternative standards were tested.

Lot Area Minimum – RC-1	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 10,000 sq ft</i>	0	0%

Lot Width Minimum – RC-1	Number of Parcels Less Than Minimum	Percent of Parcels Less Than Minimum
<i>Existing – 60 ft</i>	4	5%

Based on these results, it is recommended that the RC-1 District lot area standard of 10,000 square feet and lot width standard of 60 feet be retained.

Nonresidential Districts

Division 15-3 0300 establishes 11 commercial and 3 industrial/business park districts. The following text contains recommendations regarding the rezoning of parcels to match regulations where similar development patterns, uses, and contexts exist, and the consolidation of districts to streamline the UDO.

B-1. The B-1 Neighborhood Business District is intended to provide day-to-day shopping opportunities for residents in nearby neighborhoods areas. It is recommended that the District be retained to continue to allow neighborhood serving commercial in areas where it exists. Per Franklin staff direction, several undesigned lots on Loomis Road south of City Hall were designated under the B-1 District.

B-2. The B-2 General Business District is intended to promote the attractive grouping of general business activities on small lots. The district encompasses several groups of parcels in the community along major roadways, including the medical office and commercial service uses at the northeast corner of W Rawson Avenue and S 76th Street.

The B-1 parcels along W Loomis Road, Old Loomis Road, and W Puetz Road are proposed to be rezoned to the B-2 District, as the uses and scale of existing businesses is consistent with businesses currently zoned B-2. Further, it is recommended that the existing B-2 parcels west of South 27th Street, which contain housing structures, continue to be designated under the B-2 District.

The B-6 parcels north of the W Drexel Avenue and W Loomis Road intersection contain medical offices and a bank but are situated directly north of an existing B-2 parcel south of W Drexel Road, which contains a bank. Given that these parcels have similar road frontages, contain uses that are allowed within the B-2 District, and are similar in area and width, it is recommended that the B-6 parcels be rezoned to B-2 to make the regulations consistent across the stretch of adjacent parcels.

B-3. The B-3 Community Business District is intended to accommodate a larger consumer population than the B-2 District in community-serving shopping centers. The district currently applies to several commercial properties along prominent roads, including the plazas south of the W Rawson Avenue and S 76th Street intersection. It is recommended that several groups of parcels with similar road frontages be rezoned to B-3.

The parcels at the W Rawson Avenue and 51st Street intersection include commercial uses that likely serve a relatively large consumer population, such as Sendik's Food Market and are situated along a highly trafficked section of W Rawson Avenue, however, these parcels are zoned a mixture of B-2, M-1, M-2, M-3, and OL-2. It is recommended that these properties be rezoned to B-3 to allow the existing regional serving-commercial uses to continue and to match the properties' designation with the other B-3 properties in the corridor.

Likewise, the B-3 designation applies to the commercial properties southeast of the S Whitnall Edge Rd and S Lovers Lane Rd intersection, which includes a large commercial plaza. However, several similar parcels northwest of the S Lovers Lane Rd and W Rawson Avenue intersection are zoned B-5. Further, the parcels south of W Drexel Avenue at S Lovers Lane Road contain regional serving commercial uses such as a Target, but are zoned B-1 or CC. It is recommended that the B-1, B-5, and CC parcels be rezoned to B-3 to promote consistent regional-serving commercial uses in the S Lovers Lane corridor and to match the zoning where similar uses and development patterns exist.

Similarly, the parcels immediately north of W Ryan Road at S 51st Street and S Cobblestone Way include a gas station and several undeveloped parcels, which are zoned a mix of B-1, B-2, and B-3. The parcels are of adequate size and depth to contain regional-serving commercial uses and exist along a highly trafficked stretch of roadway that allows a high degree of visibility from passing motorists. It is recommended that these parcels be rezoned to B-3 to promote consistent regional-serving commercial uses along the road.

B-4. The B-4 South 27th Street Mixed-Use Commercial District exists to promote a mix of office, retail, commercial, and residential development in the corridor and applies to most commercial properties along 27th Street. Although the B-4 District encompasses most of the parcels in the corridor, a mix of other designations exists.

Several B-2 parcels exist north of W Rawson Road but contain similar uses and development patterns as the B-4 areas south of S Rawson Road, including the Dental Associates of Franklin office and a small plaza north of W Sycamore Street. Similar uses exist in the corridor south of W Rawson Road, including commercial service uses in individual buildings or plaza formats. It is recommended that the parcels north of S Rawson Road be rezoned to B-4 to promote mixed-use patterns where similar existing large lots and frontage along 27th Street exists.

The parcels northwest of the W Oakwood Road and S 27th Street intersection include the Ascension SE Wisconsin Hospital - Franklin Campus. With its mixed-use purpose and intent, the B-4 District would allow for the existing medical campus use to continue, and so it is recommended that the site be rezoned to B-4 to promote consistent mixed-use zoning along the entire South 27th Street corridor.

BP. The BP Business Park District is intended to promote planned business park development in unified development formats and applies to the Northwestern Mutual site along south 27th Street. It is recommended that this district be retained and that the site and the lots immediately west across S 31st Street remain zoned as BP to promote continued business park development in that area.

SMHB. The V-B Village Business District is established to retain the historic Saint Martin's Village area and encompasses several commercial parcels along the roadway. It is recommended that the district be retained to promote continued commercial development that is consistent with the Village area's historic built patterns. It is recommended that the district be retitled to the Saint Martin's Historic Business District to reflect this intent.

I-1. The existing I-1 Institutional District allows for the establishment of public or semi-public uses. Institutional districts are a common practice to allow institutional, public, and semi-public uses separately from retail, service, and employment-generating uses. It is recommended that the existing I-1 District be retained.

Per Franklin staff direction, several areas with existing institutional uses are proposed to be rezoned to the I-1 District including

- The parcels along Loomis Road south of City Hall
- The House of Corrections property at Puetz Road and 76th Street
- The Waukehsa Water property on Oakwood Rd
- The two Aurora properties at Loomis Road and US-36

A-1. The A-1 Agricultural District exists to maintain, preserve, and enhance agricultural lands used for crop production and currently encompasses large tracts of land south of W Ryan Road and west of 76th Street and to several areas along S 60th Street. It is recommended that the A-1 District be retained to protect existing agricultural lands from the encroachment of residential and commercial uses.

The A 2 Prime Agricultural District is intended to preserve agricultural lands historically used for the production of livestock and currently applies to several properties in the City's southeast. It is recommended that the existing A 2 properties be rezoned into the A-1 District to consolidate all agricultural properties in one district. This would allow for the elimination of the A-2 District from the UDO, reducing the redundancy between districts.

P-1. The P 1 Park District is intended to preserve space for recreational land throughout the City and includes several large tracts including south of the W Oakwood Road in the community's southeast and the Tuckaway Country Club property north of W Puetz Road. It is recommended that the P-1 Park District be retained to ensure other land uses do not impinge on dedicated park space in the future. The water tower and park along S Lovers Lane south of Drexel is recommended to be designated from RC-1/R-8 mix to P-1, given their prominent natural features. Likewise, the MMSD and DNR lands along 116th Street north of Ryan Road are recommended to be rezoned from RC-1 and R-3 to P-1. The City and MMSD properties east of Pleasant View Park are suggested to be rezoned from R-6 to P-1, given their park use. Further, the five parcels that comprise Ernie Lake Park are suggested to be rezoned from RC-1 to P-1.

M-1 and M-2. Currently, the M-1 Limited Industrial District is established to allow manufacturing, industrial, and warehousing uses of a limited scope. Currently, the district encompasses several areas such as the industrial park along West Ryan Road at South Franklin Drive. It is recommended that the M-1 District be retained to allow the City's industrial and manufacturing uses to continue.

Meanwhile, the M-2 General Industrial District is established to address major manufacturing, industrial, and warehousing uses and currently encompasses only the Waste Management Facility in Franklin's southwest. It is recommended that these several parcels be rezoned to the L-1 Landfill District to match the existing landfill use with the appropriate district that is established to contain the use.

L-1. The UDO establishes the L-1 Landfill District, which is intended to regulate existing and former landfill sites, however, the district does not currently apply to any properties. It is recommended that the City rezone the GFL Emerald Park Landfill and Waste Management sites to the L-1 District as these sites contain the City's existing landfill uses.

M-3. The M-3 Quarry District is not formally established in Section 15-3 0300 Nonresidential Zoning Districts, although the district applies to parcels south of Rawson Avenue between 51st and 68th Streets on the zoning map and is included in Table 15-3 0602. Establishing a district to manage extractive land uses is a common approach for communities to allow this intensive type of land use in a manner that minimizes impacts to residential and commercial uses. However, the existing quarry site is currently regulated under Planned Development District regulations. It is recommended that the M-3 District be eliminated from the ordinance and that the existing quarry uses be transitioned to the planned development legacy district described below.

Floodplain Districts. Division 15-3 0300 establishes the FW Floodway, FC Floodplain Conservancy, FFO Floodplain Fringe Overlay, and SW Shoreland Wetland Overlay Districts. It is recommended that the existing floodplain districts be replaced with a Floodway (FW) District, a Floodfringe (FF) District, and a General Floodplain (GFP) District in keeping with the floodplain model ordinance as published by the Wisconsin Department of Natural Resources in April 2021. It is recommended that the Shoreland Wetland Overlay District be retained.

Planned Development District

Division 15-3 0400 establishes the City's Planned Development District procedures, which are intended to allow flexibility in the base districts in exchange for development proposals that derive maximum benefit to the community by using diverse structures, coordinated site planning, and mixed uses. The section establishes a lengthy list of proposals that were approved under the Planned Development District procedures, which clutters the ordinance.

Currently, it is unclear whether the planned development district is a base or overlay district. It is recommended that it be an overlay district to ensure the underlying zoning district designation is the basis for all requested site development allowances. If the district is currently a base district, it is recommended that it be transitioned into a legacy district and that all future planned developments be applied as an overlay.

Zoning Map Issues

Several issues currently impede the use of Franklin's zoning map. For instance, the map currently contains many parcels that are split between districts. For instance, the quarry property south of West Rawson Avenue and west of 68th Street is designated as PDD or FFO on the zoning map. It is recommended that the property be designated as a planned development legacy district, given its predominant use. The FFO should clearly apply as an overlay district on the map. Similarly, the Tuckaway Country Club property is split between P-1, B-2, C-1, and FW Districts. It is recommended that all properties split between different districts be rezoned to a single district. Further, road rights-of-ways are shown as zoned districts on the map. It is recommended that the zoning of rights-of-way be removed to clarify that the zoning regulations regulate development on private property exclusively.

Article 3: District Specific Standards

Bulk, Density, and Dimensional Standards

It is recommended that a new Division 3 be established to consolidate the existing divisions that establish the bulk, dimensional, and density standards by district, including Divisions 15-3 0200, 15-3 0300, and 15-3 0350, and the existing divisions that contain the allowed uses, including Tables 15-3 0602 and 15-3 0603. Division 15 3 0200 contains dimensional standards that vary between "Open Space Subdivisions" and "Conventional Subdivisions" across the existing R-1 through R-7 Districts and the differentiations result in a complicated hierarchy that may be difficult for developers and property owners to understand. It is recommended that the bulk standards be replaced with uniform bulk standards by district.

The regulations for residential districts in Division 15-3 0200 contain complex layers of regulations, including a minimum living area per dwelling unit standard, that vary depending on the residential use type. For instance, the required minimum living area varies between multi-story dwelling units with greater than three bedrooms and single-story dwelling units with greater than three bedrooms in the R-8 District. It is recommended that the complex differentiations in living area that vary depending on the dwelling unit type be removed to streamline the residential dimensional standards and provide greater flexibility in accommodating a variety of housing types. Further, the tables for residential districts in Division 15-3 0200 specify gross and net density standards to limit density. It is recommended that these standards be eliminated, and that density be regulated solely through the lot area and width standards. It is recommended that the density requirements be retained in the R-8 District on for residential development in the B-4 District to ensure that density controls apply where multifamily uses are allowed.

One stakeholder noted in an interview that the bulk standards in the R-6 District are relatively large, considering that the district is intended to promote higher-density suburban-style residential development. It is recommended that setbacks be updated to ensure an adequate developable area per lot and to ensure that the development allowed under the setbacks is consistent with each district's stated purpose and intent.

R-8 Lot Area & Dimensional Standards

Currently, the R-8 district has varying lot area requirements for single-family detached, duplex, and multifamily uses. The minimum requirement for multifamily uses is one acre, which does not provide the flexibility needed to accommodate a range of multifamily products but rather perpetuates a multifamily complex style of development. To provide more flexibility for multifamily uses moving forward, it is recommended that the City eliminate the lot area requirement and replace it with a lot area per dwelling unit requirement. The lot area per dwelling unit requirement would be a requirement for additional land area above the base lot area requirement for the district. For example, if a developer were to propose a four-unit quadplex, the lot area requirement would be 12,500 (the proposed lot area of the R-8 district for single family detached and duplex uses as discussed earlier in this report) plus the lot area per dwelling unit requirement for each unit above two units. Based on the recommended lot area per dwelling unit discussed below, the developer would be required to have a 21,500 square foot lot to build the quadplex.

To determine an appropriate lot area per dwelling unit requirement for multifamily uses in the proposed R-8 District, the average lot area per dwelling unit was calculated for parcels with existing multifamily uses (three or more dwelling units per parcel). The analysis revealed that the average lot area per dwelling unit is 4,500 square feet.

It is also recommended that a footnote be added to the bulk and dimensional standards table to allow a lot area of 6,000 square feet for duplex structures with a party wall in the R-8 District. It is further recommended that setbacks be reduced for the R-8 District to ensure that parcels in the district are developable and that development in the district can reach an adequate density.

South 27th Street Density Bonus

Franklin planning staff expressed interest in incentivizing mixed-use development along 27th Street where transit service exists. The City can consider density bonuses in the form of flexible building height or setbacks in exchange for the provision of desirable amenities such as affordable housing where access to transit exists along South 27th Street. Additional discussion with staff is needed to determine the affordable amenities that would qualify proposals for the density bonus.

Uses

Tables 15-3 0602 and 15-3 0603 establish the uses allowed in residential and nonresidential districts, respectively. It is recommended that this information be arranged in a tabular format in the proposed District Specific Standards article.

The existing tables contain an extensive list of uses based on the Standard Industrial Classification (SIC) system, which complicates use determinations for staff and applicants. It is recommended that the SIC code table be replaced with broader use categories that capture an array of land uses. Additionally, many uses require special use permit approval in most districts, including many types of contracting businesses, despite the fact that they generate few external impacts. It is recommended that the City allow more uses by-right but establish use specific or general development standards to ensure they are compatible with adjacent uses and the purpose and intent of the district they are located in. A full list of uses to be changed from special to permitted uses will be developed in consultation with the City. Further, it is recommended that the uses by district and their permit procedures be revised for consistency with each district's intent and purpose statements, including the suggestions below.

- The R-8 District is intended to support multifamily uses, however, multifamily uses require a special use permit in the District. It is recommended that smaller multifamily uses such as buildings with up to 12 units be allowed as a by-right use in the District to ensure that multifamily uses are relatively easy to establish within the District, in keeping with its intent. The City can consider allowing larger multifamily uses with 12 or more units be allowed as a special use to increase over the City's capacity to approve conditionally or require different design amenities over larger proposals that have greater potential to generate controversy within the community due to appearances.
- The uses defined under the "Health Services" heading of table 15-3 0603 can be encompassed within general use categories, including "general service" and "medical and dental clinic."

Temporary Uses

§15-3 0804 establishes use-specific standards for temporary uses, however, the uses that the section applies to are not adequately symbolized as temporary uses in Tables 15-3 0602 and 15-3 0603, which show the allowed uses by district. It is recommended that temporary uses be designated in the allowed use table and that a distinct permit procedure be established as described later in this report to allow the uses to be approved through an administrative review process.

Hotels, Motels, & Temporary Housing

The UDO does not differentiate between hotels and motels, the uses are included in the same use category in Table 15-3 0603, which means that they are permitted equally by district. Hotels and motels often attract different clientele and have different appearances. Many communities differentiate between the two uses to better regulate motels which often have negative external impacts as compared to hotels. For instance, Oak Creek, WI's draft zoning regulations establish separate use categories for hotels and motels and allows the former by right, and the latter as a conditional use in several districts. Similarly, Verona, WI's zoning ordinance prohibits motels but allows motels by-right in its commercial districts. It is recommended that Franklin establish separate use categories for hotels and motels to permit the two uses separately. It is recommended that hotels be allowed as by-right uses while motels be allowed as special uses or be prohibited.

Establish New Use Categories

Although Franklin's UDO contains an extensive list of permitted uses, many uses that are increasingly common in communities today, such as micro-breweries and micro-wineries, food trucks, and different multifamily residential formats are not explicitly defined. It is suggested that the City establish several new regulated use categories to encapsulate and define the commercial uses that are increasingly common in communities, including the following:

- Accessory Dwelling Units
- Breweries, wineries, distilleries
- Community living, 1-15 persons
- Community living, 16+ persons
- Drive throughs as accessory uses
- Food trucks
- Microbreweries, wineries, distilleries (smaller in scale and production volumes than breweries, wineries, and distilleries)
- Multifamily buildings less than 12 units
- Multifamily buildings 12+ units
- Outdoor dining
- Outdoor display/sale of merchandise
- Personal (accessory) solar and wind systems
- Personal wireless services
- Portable outdoor storage
- Revise "commercial apartment dwelling units" to "residential above first floor" Consider permitting in the consolidated B-4 and B-7 District

Additionally, it is recommended that the City consider addressing missing middle housing types such as duplexes, townhomes, rowhomes, triplexes, quadplexes, multiplexes, and others. A policy discussion will be required to determine where and how these housing types are appropriate.

Article 4: Use-Specific Standards

Use-specific standards are regulations that apply to specific land uses defined and regulated under the UDO Franklin's existing use-specific standards are currently in Divisions 15-3-0700 and 15-3-0800. It is suggested that the existing standards be consolidated in the proposed Article 4 and revised as follows:

- **§15-3.0802(F) Accessory Structures:** It is recommended that the existing accessory structures regulations for large accessory structures in the Agricultural districts be retained. In addition, it is recommended that new standards be established for the number, size, and location of accessory buildings and structures and that accessory buildings and structures be differentiated as described below. An additional provision should specify that wetland setbacks and buffers as specified in Article 6 may limit the location of accessory structures beyond the base district standards.
 - **Accessory Building** *"A building which does require a building permit and is detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use."*
 - **Accessory Structure** *"A structure which does not require a building permit and is detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use."*
- **§15-3.0702(A) Open Space Subdivision:** It is recommended that the open space subdivision standards be replaced with cluster subdivision provisions as described later in this report.
- **§15-3.0703(M) Gas Stations:** It is recommended that the City establish standards for fuel sale establishments that specify the design, placement, and height of fuel pumps, fuel canopies. It is recommended that additional standards specify that fuel pump canopy columns be clad in materials that enhance the property's visual appeal and to restrict the fuel canopy lighting to fully recessed fixtures.
- **§15-3.0802(F) and (G) Home Occupations:** It is recommended that the two sections, which regulate home occupations and home offices in residential and agricultural districts, and Village Residential and Village Business Districts, respectively, be combined into one section. It is recommended that individuals who telecommute be explicitly exempted from the home occupation requirements and permit procedures. Additional standards should be added to prohibit outdoor activities and storage from being conducted as part of a home occupation.

It is recommended that new standards be established for the following uses:

- **Accessory Dwelling Units:** It is recommended that the City establish standards for accessory dwelling units that restrict the number of accessory dwellings per lot to one, the size of detached accessory dwelling units to a percentage of the lot size, the size of attached or internal accessory dwelling units to a percentage of the primary dwelling unit, and the location of detached accessory dwelling units to locations where other accessory buildings are allowed. Additional entrances serving the ADU should be encouraged elsewhere on the structure or the lot than the front façade of the primary dwelling unit to ensure the accessory dwelling unit's visual consistency with the primary dwelling unit. It should be required that the accessory dwelling unit be similar in character to the primary dwelling unit and to structures on abutting properties including roof pitch, eaves, exterior building cladding materials and colors, windows trim, and landscaping.
- **Antennas and Towers For Personal Wireless Services:** The Federal Communications Commission (FCC) has developed an additional policy that restricts municipalities' ability to regulate antennas and towers for personal wireless services. It is recommended that this section be updated to comply with all applicable FCC policies.
- **Drive Throughs:** It is recommended that the City establish standards for drive through facilities, regardless of the use to which they are accessory, that require speakers or intercoms associated with the drive-through to not be audible at the property line, prohibit stacking spaces and bypass lanes from impeding on- and off-street vehicular and pedestrian movement, require a bypass lane, and establish a minimum number of stacking spaces for different use types.

- **Food Trucks:** It is recommended that the City establish standards for food trucks located on private property that require food trucks to be located in a parking lot or other paved area accessible by vehicles, restrict the amount of parking lot area that can be utilized for the food truck and associated outdoor dining, require a permit from the City, require written permission from the owner of the property on which the food truck will be parked, and prohibit food trucks and associated outdoor dining furniture from being placed overnight
- **Outdoor Dining:** It is recommended that the City establish standards for outdoor dining that restrict the location of outdoor dining areas to a maximum percentage of required parking or to the sidewalk area at the foundation of the principal building, require outdoor dining areas to be segregated by a wall, fence, or other such barrier with a minimum height of 4 feet, and limit the operating hours of the outdoor dining area if it is within a certain distance of residentially zoned property
- **Outdoor Display/Sale of Merchandise:** It is recommended that the City establish standards for outdoor dining and outdoor display/sale of merchandise that restrict the location of outdoor display/sale of merchandise areas to a maximum percentage of required parking or to the sidewalk area at the foundation of the principal building and restrict the sale of goods and merchandise to those associated with the existing on-site use
- **Portable Outdoor Storage Devices:** It is recommended that the City establish standards for portable outdoor storage devices that limit 1 device per lot, restrict the dimensions of the device, restrict the location of where the device is allowed to be located and restricts the maximum duration of device placement
- **Short-Term Rentals:** It is recommended that the City establish standards for short-term rentals that restrict the minimum and maximum duration of stay, restrict the total number of days a home can be rented out as a short-term rental per year, require the property owner to live on the property as their primary place of residence, and clarify that the City's hotel tax would apply
- **Seasonal Sales:** It is recommended that the City establish standards for seasonal sales that clarify that seasonal sales are not associated with the principal use of the lot (such as Christmas tree or pumpkin sales), limits the duration of seasonal sales displays and activities, and restrict the location of seasonal sales areas to a maximum percentage of required parking or to the sidewalk area at the foundation of the principal building
- **Single-Family Detached Dwellings and Duplexes:** It is recommended that the City establish standards for single family detached dwellings and duplexes that require garages that are located on primary façades to be no more than 45 percent of the width of the façade, be setback a minimum of 25 feet from the property line and be set back a minimum of five feet from the primary façade of the dwelling
- **Solar Energy Collection Systems:** It is recommended that the City establish standards for ground-mounted, roof-mounted, and canopy solar energy collection systems, that restrict their location, height, and number Standards should be established for large-scale solar uses that are the principal use on a site, and for small solar uses that are accessory to a principal use on a site
- **Townhouses and Multifamily Buildings:** It is recommended that the City establish standards for townhouses and multifamily buildings that require parking lots and/or garages to be located to the side or rear of the building, restrict the number of curb cuts, and require the primary building facades to face primary streets
- **Animal-Related Uses:** It is recommended that new use-specific standards be established to require that animal-related uses be allowed only for personal use on-site with residential uses only and that no sale of products produced on-site be allowed Additionally standards can be considered to limit the number of chickens and other animals, limit odor and noise at property lines, and require the provision of animal waste It is recommended that that drainage from outdoor storage or animal exercise areas be reviewed to require its direction to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drains should be required

Article 5: General Development Standards

It is recommended that Article 5 be established to include all the sections of the UDO that regulate landscaping, parking, driveways, lighting, and other site appearance and design considerations, including Divisions 15-5 0200, 15-5 0300, and 15-5 0400. It is recommended that the sections be updated as follows:

Off-Street Parking Maximums

§15-5 0203 specifies the minimum number of parking spaces required per land use type. Many communities implement parking maximums to reduce the quantity of impervious surfacing on private properties. It is recommended that the existing parking minimums be revised to parking maximums. The Institute of Transportation Engineers has a publication that defines the average maximum number of parking spaces per land use among communities that employ parking maximums. It is recommended that Franklin use these averages to establish a maximum number of off-street parking spaces per land use. Additional language should be added to clarify that no off-street parking is required with new development and that developers do not need to require parking in keeping with the maximum. It is recommended that the City allow an increase of 30 percent of the spaces above the maximum if the additional spaces are surfaced in a permeable material and additional landscape is provided.

It is recommended that all the existing provisions that apply to the existing minimum parking requirements, including the potential parking reduction situations be eliminated, as they will not be relevant with the new standards. The section does not contain explicit thresholds for when applicants must comply with the minimum parking standards, which makes it difficult to determine when they apply when existing developed sites are altered. It is recommended that triggers be established for compliance with the new off-street parking maximum standards. Compliance with the standards should be required when new buildings are added onto a site or existing buildings are expanded but should not be required when new uses move into existing buildings without expanding the building.

Vision Clearance Areas

§15-5 0201 establishes standards for traffic visibility at street intersections, however, the language limiting the height of structures, vegetation, and other features in item (A) should be simplified. It is recommended that no feature taller than three feet above grade be allowed in the street intersection areas. The existing vision clearance area of 30 feet along the street measured from the intersection of the two streets can be retained. It is recommended that the standard also require vision clearance areas for driveways that intersect with streets in addition to the existing provision that applies to only two intersecting streets. It is recommended that street intersection areas be shown visually with a graphic to clarify their location relative to intersections.

Bicycle Parking

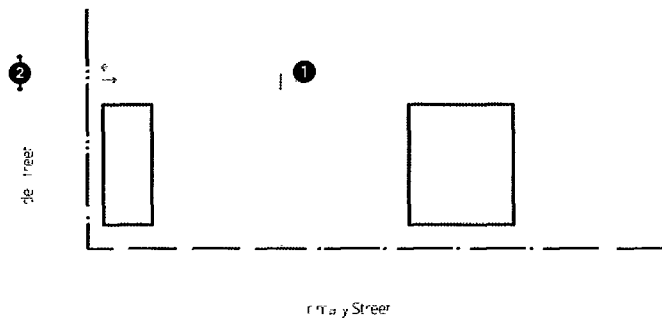
Division 15-5 0200 establishes standards for off-street parking, loading, and highway access but does not currently contain bicycle parking requirements. Communities across the United States have enacted bicycle parking standards in recent years to encourage multimodal transportation and reduce the oversupply of off-street vehicular parking. It is recommended that Franklin establish bicycle parking standards that require a minimum quantity of bicycle parking spaces per vehicle parking spaces located on-site for multifamily residential and nonresidential uses. Standards should also be established to encourage the location of bicycle parking within 50 feet of principal building entrances.

Pedestrian Walkways

Division 15-5 0200 which regulates traffic, off-street parking and loading, and highway access, does not currently require or establish standards for on-site pedestrian walkways. Many communities establish such provisions to enhance site safety and accessibility. It is recommended that standards for pedestrian walkways be established for multifamily residential and nonresidential uses. Common standards require that pedestrian walkways be provided to connect between adjacent properties along a common street frontage, connect principal building entrances with adjoining public sidewalks, and connect all buildings located on-site and on adjacent parcels.

Cross Access

Division 15-5 0200 regulates traffic, off-street parking and loading, and highway access but does not contain standards to ensure access between adjoining properties. Communities commonly enact such standards to increase the degree of connectivity between neighboring uses and reduce the risk of conflicting traffic movement on major roads. It is recommended that Franklin establish vehicular cross-access standards to require the provision of frontage drives and/or service streets to connect adjoining properties with multifamily and nonresidential uses. It is recommended that standards establish the legal mechanisms for cross-access between adjoining properties.



Snow Storage

The snow storage standards should be relocated from §15 5 0210(C) to Article 5. Adding language to Section (C)(3) noting that snow storage is not allowed within stormwater facilities unless specifically approved as part of a stormwater management plan is also recommended.

Screening

It is recommended the City add a standard stating that dumpster and trash enclosure areas in all districts must have four-sided enclosures with a securable gate and must be graded or drained to discharge to vegetated areas or otherwise away from storm drain inlets and surface waters. It is also recommended that the City establish standards to require screening to ensure that ground-, wall-, and roof-mounted mechanical equipment, loading docks, service areas, and drive throughs are screened with masonry walls, fencing, and/or vegetation as appropriate to ensure these features are not visible from adjoining properties or right of ways.

Landscaping Standards

Fundamentally, the diagnosis and stakeholder outreach process has confirmed that the City of Franklin has strong landscaping standards that participants believe are contributing to good visual and environmental quality in the City. Some changes to the City's standards can be made that introduce more green infrastructure, healthier trees, and more ecologically useful plantings without changing the overall level of landscaping required, or the visual quality of new development. In 2019, a detailed analysis of Franklin's landscaping standards was prepared by Birchline Planning LLC with support from RA Smith National. These recommendations, which are attached with this memo, focused on modernizing Franklin's requirements for trees, shrubs, and other plantings to

- Allow greater incorporation of surface green infrastructure, notably bioretention and deep-rooted native plants into landscape plans by specifically granting "points" in Table 15-5 0302, and
- Changing the definitions and requirements for trees to emphasize planting native, deciduous species, with larger sizes and in larger planting areas, rather than more, smaller ornamental trees with less ecological value

These recommended amendments can be used as the starting point for discussion of specific standards as the UDO update moves ahead.

Fencing

The use-specific standards for fencing are specified in §15-3 0803(E), however many communities find fencing standards easier to understand and administer when they are established as development standards rather than use standards. Electronically charged fencing and fencing consisting of barbed or chicken wire is prohibited in residential districts under the existing standards, however, many communities specify the allowed rather than prohibited materials to ensure that fencing contributes to neighborhood character. It is recommended that Franklin specify the following allowable fencing materials in residential districts:

- Masonry
- Vegetation
- Wood
- Aluminum
- Vinyl/PVS
- Wrought Iron
- Coated Chain Link without slats or inserts

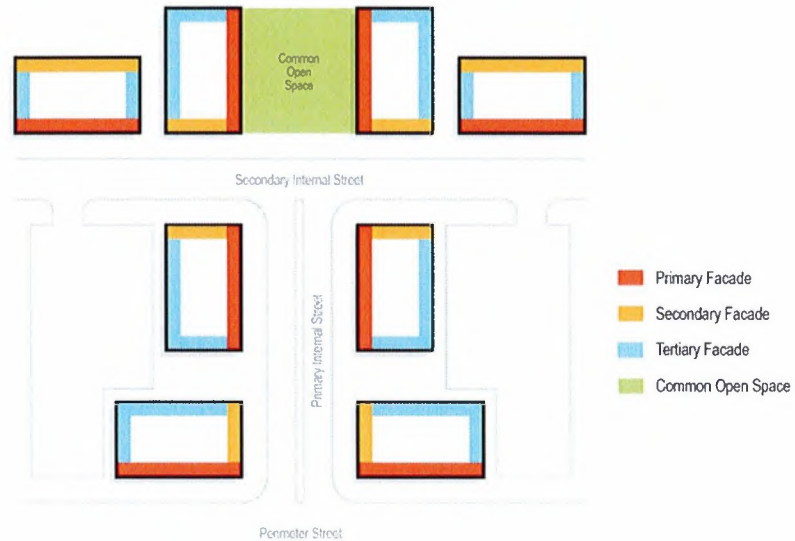
§15-3 0803(E)(2) limits the height of fencing to six feet in side and rear yards in residential districts and does not allow fences except for decorative fencing in front yards. These standards are common across many communities and it is recommended that these standards be retained. Oak Creek's draft ordinance limits fencing in street-facing side yards to a maximum height of four feet at the property line but allows it to a maximum of six feet in height if the fence is setback ten feet from the property line and improved with a landscape area. Franklin should consider specifying similar location and height standards.

Additionally, many communities establish general location standards for fencing to limit its construction near to right of ways, utility lines, easements, and other important features. For instance, Carol Stream requires that fencing be wholly within property lines, one foot from any public sidewalk, 10 feet from a curb, and 18 inches from any underground utility access, drainage, telephone, or electric structure. It is recommended that Franklin consider similar standards.

Finally, in any areas of Franklin where drainage and flooding are challenging, masonry walls should be discouraged as these can interfere with drainage patterns. The team and City may wish to consider identifying areas where this is likely and allowing staff to recommend further review if masonry walls are proposed in potentially flood-prone locations.

Multibuilding Development Standards

It is recommended that multibuilding development standards be established to codify standards for the configuration and appearance of commercial and residential development that contains multiple buildings to ensure the sites are designed to support pedestrian use and with appealing visual appearances. Building placement standards should be established to require that primary facades be oriented toward perimeter and internal streets or other features such as common open space. It is recommended that additional standards be established to ensure that materials such as masonry, stone veneer, or stucco be used on the first level to ensure building appearances are visually appealing. Further, additional standards should require that accessible walkways connect building entrances with on-site parking areas.



General Multifamily and Nonresidential Design Standards

It is recommended that the City establish objective design standards for all multifamily and residential development to ensure high-quality site design. The standards should include requirements for exterior building cladding materials, horizontal and vertical façade articulation, transparency, and building siting. The standards should vary depending on the district, with higher standards in the Multifamily, Commercial, Institutional and Business Park districts and lesser standards in the Industrial District. Additionally, the standards should apply differently to primary, secondary, and tertiary façades; ground floors and upper floors; and differently scaled buildings. It is recommended that new standards be added to require that key elements of each building, including their primary entrance be oriented toward the adjoining streets.

Article 6: Natural Resource Protection Standards

Franklin's Natural Resource Protection Standards, currently Part 4, Division 15-4 0100, are an important part of Franklin's approach to environmental conservation and community character. The approach of "factoring out" from allowable density all areas of a site with steep slopes, woodlands, lakes and ponds, streams, shore buffers, floodplains, wetlands and shoreland wetlands, and wetland buffers, has acted as a check on density and ensured strong attention to resource issues and constraints. Consultants with strong expertise are needed to prepare Natural Resource Protection Plans, particularly when mitigation (which is often required on-site for wetland or tree impacts) is involved. There is less expertise, however, among City staff, Conservation Commission, and Common Council members, who often are charged with making decisions on the sufficiency of complicated natural resource mitigation plans.

Other aspects of the standards, however, notably the "legalistic" language, mitigation requirements, preference (though not hard requirement) for on-site mitigation regardless of ecological conditions, and complexity of the required documentation and review process (i.e., Natural Resources Protection Plan) combine to create a multi-layered review and approval process that, in many cases, has resulted in actions of questionable ecological value. The UDO's current approach to the protection of woodlands was cited by many internal and external stakeholders as especially illustrative of challenges with the current standards, given that the UDO does not distinguish between high-valued resources, such as native tree species, specimen trees, and Oak Savannah complex lands, and stands of invasive or dead trees, including Buckthorn and Ash which need to be removed.

Fundamentally, it is recommended that the current Part 4 provisions be re-worked. In particular, it is recommended that the Plan Commission consider eliminating the "factoring" approach that has acted as a *de facto* density limitation for all resources except steep slopes and SEWRPC Primary/Secondary Corridors, instead, development density would be addressed through district standards, dimensional requirements, and subdivision clustering. As the UDO update proceeds, mapping can be used to determine how much of the City has steep slope areas and areas of Corridors that are not coincident with surface water buffers, floodplains/floodways, or wetlands.

The re-organized standards would address the following, and in some instances shown with an *asterisk will require associated definitions:

- 1 **Purpose and Intent** Resources protected, relationship to Wisconsin and Federal statutes for shoreland wetlands, wetlands, and floodplains, relationship to stormwater management plan approval, and principles for impact avoidance, resource protection, resource restoration, and mitigation.
- 2 **Applicability** Land development or subdivision on a property where one or more of the following are present: *Oak Savannah complex, *native and *specimen trees, SEWRPC mapped primary and secondary Environmental Corridors, *streams, *rivers (i.e., Root River and primary tributaries), lakes and *ponds (i.e., not stormwater detention ponds lacking naturalized landscaping), *wetlands, *shoreland wetlands (if any are present), *slopes > 10 percent, floodplains, flood fringe, and floodways (as defined in a new floodplain ordinance section, as outlined below).
- 3 **Tree Protection and Clearing** Process for approving identification and clearing of invasive, dead, and undesirable species as a stand-alone activity or in conjunction with development, protection to the maximum extent possible of Oak Savannah complex areas, identification of desirable, native, and specimen tree species and protection areas, protection and restoration, mitigation, including off-site/fee-in lieu mitigation.
- 4 **Surface Water and Wetland Buffers** Standards for the protection or establishment of a robust vegetative buffer along surface waters and wetland buffer edges, with a physical barrier at the edge, policies for allowing crossings, structures, or stormwater features within buffers or adjacent setback areas.
- 5 **Wetlands** Reference to Wisconsin statute, require all delineated wetlands and buffers to be shown on site plans, with buffer or setback per (4) above shown.
- 6 **Floodplain/Floodway** Reference to model ordinance, adopted in UDO.

- 7 **Slopes and SEWRPC corridor areas** outside floodplain/floodway, surface water buffers, steep slopes, or tree protection areas Retain current provisions protecting a percentage of the area in each slope category, require 100 percent protection in Primary corridors, 70 percent protection in Secondary corridors
- 8 **Review & Approval of Natural Resource Protection Plans** Process for approval of tree protection/mitigation, surface water buffers, and impacts to slopes/SEWRPC corridors, technical review of plans by City staff or qualified experts, timing and requirements for fee-in-lieu, surety for establishment and maintenance of planted, restored, or mitigated areas

Issues for Individual Natural Resources

Standards for the protection of wetlands and floodplains require consideration in light of recent changes in Wisconsin law Wisconsin 2017 Act 183 created exemptions for some wetlands that are not subject to federal jurisdictions, extended the timeframe within which wetlands delineations are valid, defined a category of “artificial wetlands,” and under Section 281.36(12)m, limited the authority of local government to regulate non-federal wetlands and artificial wetlands Section 15-4.0102 of the UDO was updated to exempt “artificial wetlands” consistent with State law, however, the language was reported by some as confusing and should be addressed as part of the UDO update, in consultation with the City Attorney

Floodplain standards are a second natural resource type that may require a change in approach to be consistent with Wisconsin standards In April 2021, the Wisconsin Department of Natural Resources published its Model Floodplain Ordinance for Wisconsin Communities¹ Presently, the City has established the FW-Floodway (§15-3.0319) and FC-Floodplain Conservancy (§15-3.0320) Districts, which regulate floodplain/floodway development in a manner more or less consistent with the general approach in the model ordinance but do not include up-to-date statutory references to FEMA floodplain maps and amendment procedures Adoption of the model floodplain ordinance would create a Floodway (FW) District, a Floodfringe (FF) District, and a General Floodplain (GFP) District and set out clear administrative procedures for approvals, amendment of floodway boundaries, and variances

With respect to the protection of woodlands, substantial changes are recommended, as follows

- (1) The City should adopt a list of native and other recommended tree species for protection and planting, working with the City Arborist Ideally this list would be maintained by the City Arborist and incorporated by reference into the UDO, supporting both the landscaping standards and natural resource protection standards Since new cultivars are identified regularly and species suitability is site-specific, this list should be able to be updated by staff regularly and be advisory guidance only, rather than actual code
- (2) A new provision should be adopted in the UDO through which any landowner may apply to clear sites of invasive, undesirable, and dead trees This process would allow stand-alone actions to clear trees and vegetation, as well as identification and clearing approved and completed before an application for development For any development, it is recommended that applicants complete a tree inventory with a special focus on identifying any Oak Savannah complex lands, and all native or other recommended trees on the list outlined under (1) above, and location and canopy spread of significant specimen trees

As the UDO update proceeds, the Plan Commission and staff can discuss further what species, sizes of trees, definitions of specimen trees, protection standards, and mitigation ratios should be provided for any impacts, however, there was substantial feedback from internal and external stakeholders that an off-site fee-in-lieu supporting tree planting on City or other public land be allowed as a mitigation option where soils or conditions limit the utility of planting new, desirable canopy trees Protection and mitigation guidance must include a recommended species, sizes at planting, and associated soil volumes for planting, which (like the

¹ <https://dnr.wi.gov/topic/Floodplains/documents/ModelOrd.pdf>

list of recommended species) should be incorporated by reference rather than becoming a “static” part of the UDO

A recommendation widely cited as a need by internal and external stakeholders is a more effective surface water buffer standard. Numerous stakeholders commented that the current provisions (which include a setback as well as a buffer for wetland areas) do not sufficiently define what constitutes “buffering.” Others noted that there is not a consistent policy on the siting of utilities, stormwater management measures, and accessory structures in setback versus buffer areas. While provisions such as the prohibition on turfgrass are environmentally sound, the lack of a required barrier means that there is sometimes insufficient physical buffering for the resource. Measures such as hedgerow plantings or split rail fencing also were noted as ways to help ensure that buffers are protected from incursions like mowing.

It is recommended that a standard for protecting streams, delineated wetlands, lakes, and natural ponds be adopted that requires a planting plan (which could be a combination of invasive species removal, replanting, or maintenance of existing beneficial vegetation) and also requires a physical barrier (e.g., split rail fencing, evergreens, or sturdy, fast-growing shrubs). The buffer would draw on some principles and standards from 15-4 0102(l) on wetland setbacks, such as the prohibition on turfgrass.

Finally, there needs to be a thoughtful discussion about the siting of stormwater management features, especially detention ponds that are not planted with naturalized vegetation, within either an actual stream or wetland buffer (generally not recommended) or a setback area extending horizontally past the buffer (which is currently in the UDO). This decision will affect density, site layout, and in some cases can affect resource function. Currently, this decision making happens on an ad hoc basis and is not consistent. It is recommended that a policy be discussed with staff and incorporated into the draft recommendations.

Article 7: Planned Development Standards and Procedures

Divisions 15-3 0400 and 15-9 0200 contain Franklin’s existing standards for Planned Development Districts (PDD), which are intended to allow flexibility in the zoning standards for innovative land use proposals. It is recommended that the City’s existing planned development standards be replaced with a new planned development process to be codified as Article 7. The updated process should be based on the standards of the underlying zoning district and allow for site development allowances when applicants supply tangible benefits to the City.

Many modern development ordinances establish both major and minor planned development processes. Major planned development processes would be required for larger sites and larger-scale proposals that require greater departure from the base zoning. The process involves the submittal and approval of a planned development district plan that sets for the development and design parameters for future development. Meanwhile, minor planned development processes allow for the development of smaller sites and proposals that require only a small degree of variation from the base zoning. A public hearing is required for both major and minor planned developments, but the process is typically more extended for major planned developments.

A set of explicit review standards be established for both major and minor planned developments to ensure that the approval process is consistent and objective and that exceptions to the base zoning are granted only when the applicant supplies major benefits not required in the base district are supplied. Typical review standards include:

- Comprehensive plan alignment
- Placemaking
- Integrated design
- Public welfare
- Compatibility with adjacent land uses
- Impact on public facilities and resources

- Archaeological, historical, or cultural impact
- Driveways, parking, and circulation
- Other community goals or objectives including but not limited to Preservation of open space, flood damage prevention, redevelopment of underused properties

Canon City, Colorado's Unified Development Ordinance establishes site development allowances for the approval of minor planned developments only. Site development allowances allow for the underlying zoning standards to be modified in exchange for specified design qualities including

- Inclusion of public gathering spaces
- Sustainable design features
- Landscape conservation and visual enhancement
- Mix of land uses
- Affordability of housing
- Design for universal access
- Use of high-quality building materials

It is recommended that standards be established to allow greater density on sites in proximity to bus stops along South 27th Street exchange for the provision of amenities such as pedestrian connections that improve the area's pedestrian accessibility.

As a different option, some communities such as Jenks, Oklahoma do not differentiate between major and minor planned developments, and instead codify only one planned development procedure for all planned development proposals. Jenks' ordinance still involves the establishment of review standards and site similar to those in Canon City's to ensure that approvals and exceptions to the base zoning are granted in relation to measurable standards.

It is recommended that procedures for amendments to approved planned developments be established. Minor amendments should allow for changes to a planned development that do not alter the scale, intensity, use, or character of the approved plans. Major amendments should follow a similar procedure to the original planned development process when substantial changes are proposed.

Article 8: Subdivision Standards

The UDO includes regulations that govern the subdivision of land in multiple Divisions, including the Design Standards For Land Divisions in 15-5.0100, the Required Improvements For Land Divisions in 15-8.0100, and the Land Division Procedures and Administration in 15-9.0300. It is recommended that all subdivision related standards be consolidated in Article 8.

Cluster Development

It is recommended that Franklin's existing system that allows flexibility in the bulk and dimensional standards in exchange for the provision of open space, be replaced with a cluster development option within the new subdivisions division. The City of Jenks, Oklahoma's draft UDO includes a cluster development option, which specifies a maximum density per acre for subdivisions in each district as shown in the table below. The maximum density is allowed to be exceeded by up to 30 percent if at least one sensitive natural feature, such as wetlands, native landscapes, mature tree stands, prime farmland, or critical habitat, is preserved in a conservation easement. Jenks's UDO also allows for the reduction of the dimensional standards in each district by up to 30 percent or by the cumulative total land area to be placed in a conservation easement, whichever is less. It is recommended that Franklin establish a similar mechanism to allow flexibility in the base district in exchange for the preservation of natural features, especially where clustered designs help achieve more effective preservation of larger, contiguous areas of the protected natural resources in the Natural Resource Protection Standards (e.g., Oak Savannah complex lands, surface waters, Primary or Secondary Environmental Corridors, etc.).

District	Maximum Density
RS-1	4.5 dwelling units/acre
RS-2	5.5 dwelling units/acre
RS-3	9 dwelling units/acre
RD	12 dwelling units/acre

Design Standards For Subdivisions

Division 15-5.0100 specifies required improvements for the configuration of streets, blocks, and streetscape elements within subdivisions, however many of the standards are not objective and measurable. For instance, §15-5.0104 stipulates that the number of streets that intersect at a given intersection be minimized but does not place measurable limits on the number of intersecting streets. Objective standards like a connectivity index measured by the number of streets divided by the number of intersections and cul de sacs should be established. It is recommended that all required improvements for land divisions be revised to create objective and measurable standards. It is recommended that the sections which contain objective and measurable standards largely be retained with some revision for clarity including the following:

- §15-8.0103 Survey Monuments
- §15-8.0115 Street Lights
- §15-8.0116 Traffic Control and Street Name Signs

It is recommended that the remainder of the subdivision design standards be replaced with the following standards:

- Revise the existing block length of 600-1,500 feet with standards of between 600-800 feet for residential subdivisions and 600-1,500 feet for nonresidential uses.
- The prohibition on alleys should be eliminated and alley requirements should be explored for certain types of development.
- Objective standards for sidewalks, bike lanes, and parkways should be established to require the features along both sides of streets in certain areas and to specify their minimum widths.

- Standards for the planting of street trees should be established. One tree every 85 feet as City Engineering currently requires, appears to be an effective standard. Allowances for fee in lieu payment when the standards can't be met is recommended.
- Cul-de-sac islands should be required and should include depressed, grassed, snow storage areas without vertical curbing of sufficient size to enable snow plowing.
- Standards to disallow monotonous building cladding and roofing materials should be established for residential subdivisions. Standards that limit "snout houses" subdivisions in which attached or detached garages protrude beyond the front of residential structures can also be considered.
- Parkland standards should be established to require a specified quantity of parkland per estimated number of individuals within a proposed subdivision.
- Medians should not be required at every entrance but should be an option that the Planning Commission can request where traffic conditions or the size of the subdivision are sufficient to require a divided entry. A minimum of 12 feet between curbs should be required when these are warranted.
- Language is recommended to be included that in conjunction with an approved stormwater management plan, portions of medians or tree terraces may be used as stormwater management areas. This should require approval of the City Engineer of features such as curbing, inlet protection, energy dissipation, and planting plans, but should be allowed or encouraged as an option.
- An option for a rural road cross-section with a ditch should be established to reduce the quantity of total suspended solids entering. It is recommended that either Muskego's or Fox Point's be used as an example and refined to fit Franklin's UDO in consultation with public works.

The table Street Right-of-Way and Pavement Width Requirements in Southeast Wisconsin shows these requirements for communities in the area. The table shows that other area communities, including Elm Grove, Muskego, and Waukesha require narrower right-of-way dedications and that Elm Grove requires narrower pavement widths for most street classifications. It is suggested that Franklin reduce its right-of-way dedication and pavement width requirements to be more in keeping with typical standards for the area. Additionally, it is recommended that right-of-way and pavement widths be specified for streets in residential and nonresidential areas. Street and right-of-way minimum width requirements for collector streets, minor streets, cul-de-sacs, and other street types should be specified as narrower for residential uses than nonresidential uses.

Street Right-of-Way and Pavement Width Requirements in Southeast Wisconsin

Street Type	Franklin		Elm Grove		Muskego	Waukesha
	Right-of-Way (feet)	Pavement Width (feet)	Right-of-Way (feet)	Pavement Width (feet)	Right-of-Way (feet)	Right-of-Way (feet)
Arterial	130	26 - urban, 24 - rural	80	48	100	100
Arterial (two-lane rural/suburban /urban transitional)	130	24	--	--	--	--
Collector Street	80	40	60	36	80	80
Minor Streets	66	36 - for mf area, 28 - typical	60	30	60	66
Cul-de-sac	60	45 - urban, 39 - rural	60	30	--	--
Alley	25	20	--	--	--	--
Bicycle Path	20	10	--	--	--	--
Pedestrian Way	20	5	--	--	--	20

Article 9: Administrative Standards and Procedures

Franklin's administrative procedures and standards specify the City's permit procedures and criteria for City approval. The information is contained in Part 9 - Procedures and Administration of the UDO, however, the information is contained across five separate divisions. It is recommended that all the zoning approval procedures be established as Article 9. Two subsections should be established for applications that can be approved/denied administratively by staff, and those that require board and/or commission approval.

Administrative Procedures

The zoning compliance permit procedure in §15-9 0102 exempts uses in residential districts from the procedure. Many communities require zoning compliance permits for all new nonresidential uses and site plan changes regardless of the zoning district to ensure that records of past approvals are maintained adequately. It is recommended that the instances in which zoning compliance permits are required be adjusted in compliance with staff input.

Further, several of the City's existing administrative procedures do not specify explicit timelines and review procedures. For instance, §15-9 0102 does not codify explicit procedures and timelines for the submittal and staff review of zoning compliance permits. One stakeholder mentioned the UDO's unclear timelines for submittal and review as a hindrance. It is recommended that clear procedures and timelines be established for all administrative procedures and review of applications for other processes.

§15-9 0102(C) specifies that site plan review is required for new buildings, additions, accessory structures, and use expansions that require additional parking. The section does not, however, specify the site plan review procedure or clearly define the uses that qualify for site plan review, and these aspects of the process should be clarified. It is recommended that site plan review be required for all by-right uses other than single-family or two-family dwellings that involve new buildings, additions, parking, or other construction on-site. Site plan review should be completed administratively by staff and no board/commission involvement should be required. It is recommended that the principles and standards for site plan review currently in §15-7 0102 be revised for conciseness and codified in the administrative procedures subsection.

The review of site plans by the parks commission and other advisory boards and commissions should be specified in the instances in which they are appropriate. Financial guarantees and sureties should be required to provide for inspections and review to ensure that site plans are implemented as specified when they are approved and to cover the costs.

Verona, WI establishes procedures for major and minor site plan amendments. Minor site plan amendments include those that do not generate a substantial change in housing or uses or increase the built area on the subject property and qualify for expedited review. Minor modifications are those that meet one of the following conditions:

- Does not result in an increase in the approved number of dwelling units
- Does not result in greater than five percent increase in the amount of square footage of a non-residential land use or structure
- Does not result in a change in the housing mix or use mix ratio
- Does not result in a change in the character of the development as determined by the zoning administrator

Meanwhile, major site plan amendments, which are those that do not qualify as minor site plan amendments, require the more extensive process and all steps required for original site plan review and approval. It is recommended that Franklin establish similar major and minor amendment procedures.

Minor Zoning Variances & Area Exceptions

§15-9 0102 establishes a procedure for minor zoning variances, which are small adjustments to the zoning standards. Similarly, §15-10 0209 defines a procedure for area exceptions, which includes small deviations from most of the UDO's bulk and dimensional standards. §15 10 0209(C) defines the instances that qualify for consideration under the area exception process, however, the information is specified in paragraph format and is difficult to understand.

It is recommended that the area exceptions considered be formatted as a list. Further, the existing process requires a hearing by the Plan Commission and review by the Board of Zoning and Building Appeals, however, six area exceptions have been approved for lot coverage increases and five area exceptions have been approved for accessory structure size increases without major comment by the Plan Commission since 2016. Given that the Plan Commission typically approves these cases, it is suggested that the area exception process be revised to require a public hearing solely by the Board of Zoning and Building Appeals, whose specified purpose is to hear appeals and variances, rather than the Plan Commission.

Temporary Use Permit

It is recommended that Franklin establish a temporary use permit procedure for designated temporary uses. The City of Oak Creek specifies two separate temporary use permit procedures depending on the proposed temporary use's duration. The City defines short-term temporary uses as those that last 14 or fewer days, while long-term temporary uses include uses that last longer than 14 days. Communities with temporary use permit procedures typically establish approval criteria to create an objective and predictable process. Oak Creek's temporary use permit criteria includes the proposed use's compatibility with adjoining land uses, hours of operation and duration, traffic circulation, off-street parking adequacy, and consistency with the intensity, appearance, and operation of land uses in the surrounding area for both short-term and long-term temporary uses. The City also allows for the administrative review and approval of temporary use permits for short-term uses by the City staff and require Plan Commission approval for longer-term uses. It is suggested that Franklin consider similar standards for temporary uses. Alternatively, the City can consider specifying that both short- and long-term temporary uses qualify for administrative approval by staff.

Natural Resource Permit Processes

It is recommended that the process for approval of tree protection/mitigation, surface water buffers, and other natural resource permit processes be established in consultation with staff to determine the most appropriate procedures. The involvement of Franklin's Environmental Commission should be specified as appropriate in reviewing natural resource permits.

Board and Commission Review Procedures

It is recommended that a subsection be established to contain the existing approval types that require board or commission approval, including variances, special use permits, text and map amendments, and applications for zoning interpretations. It is recommended that the public notice requirements and the information required in each type of public notice be displayed in a tabular format at the section's beginning.

Special Use Permits

Franklin's Special Use Permit procedures are in §15-9 0103. In 2017, the Wisconsin state legislature passed Act 67, which mandated that any conditional use permit or special zoning approval other than a variance must be issued by the governing zoning authority when the applicant meets or agrees to meet the standards specified in the zoning authority's ordinance. The law also requires "substantial evidence" be provided to support the denial of a conditional use permit or special zoning approval, and that denials that are made based on personal preferences or speculation about negative consequences of the proposed use do not constitute sufficient evidence. The act means zoning authorities' discretion in approving conditional use permits is limited and highly dependent on objective criteria in their land use regulations.

Franklin's Special Use Permit procedures are in §15-9 0103, however, the criteria for Planning Commission approval of applications are not clearly defined. It is recommended that clear and objective review criteria be established to create certainty in the development process, ensure that zoning compliance is determined consistently between different applications, and to give the City discretion in the special use review process. The review criteria should include the following:

- The proposal's consistency with the surrounding properties and land uses
- The proposal's consistency with the overall UDO and governing zoning district,
- The proposal's consistency with the comprehensive plan or other adopted policies,
- The proposal's consistency with any use-specific standards established in Article 4
- The provision of adequate infrastructure should be highly specific and include the provision of road access, water, sewer infrastructure to support the subject site and surrounding site's continued operation. The infrastructure criterion should also include the proposal's fiscal impact to ensure that each development contributes materially and positively to the City's fiscal condition.

Variances

The City's variance procedures are specified in §15-10 0206 Variances. Item (C)(1) lists the criteria for the Board of Zoning and Building Appeals to grant variances, however, the criteria are not objective and clear. It is recommended that the criteria for variance approval be clearly defined and listed. It is recommended that the approval of use variances and variances due to financial hardship or hardship created by the property owner/developer be explicitly prohibited in the section.

Text and Map Amendments

Franklin's UDO contains the procedures for map and text amendments in Division 15-9 0200. It is recommended that these procedures be established in the Board and Commission review subsection. The existing division does not specify criteria for the review and approval of UDO text or map changes. It is recommended that clear and objective criteria, including consistency with the City's comprehensive plan, be established to create certainty in process outcomes and ensure that zoning compliance is determined consistently between different applications over time.

Submittal Requirements

The UDO contains informational and submittal requirements for different applications primarily in Part 7 Required Plans, Plats, and Maps. It is recommended that all application submittal standards be removed from the UDO where they exist and placed in a reference document, to ensure that UDO amendments are not necessary to update application requirements periodically. It is recommended that submittal requirements be updated as appropriate in consultation with staff. Franklin Public Works staff members expressed interest in requiring the identification of snow storage areas on all site plans. The snow storage plan requirements in §15-5 0200 (B) should be refined and moved to the submittal requirements document.

Article 10: Nonconformities

Division 15 3 1000 contains Franklin's provisions regarding nonconforming buildings, structures, and uses. It is recommended that these provisions be established as a new Article 10, nonconformities. The standards should be updated as needed to comply with state statute.

Article 11: Definitions

It is recommended that definitions be included for all land uses, including the new uses that are proposed to be added to the permitted use table, as well as all terms of art Franklin's UDO contains several definitions that are commonly used but are not clear. For instance, the definitions for the different lot line types are not clearly defined in relation to public right of ways. It is recommended that these definitions be revised to make them easily understood and determined on a site plan.

It is recommended that definitions be added to differentiate hotels from motels and to disallow either use to accommodate temporary housing as shown below.

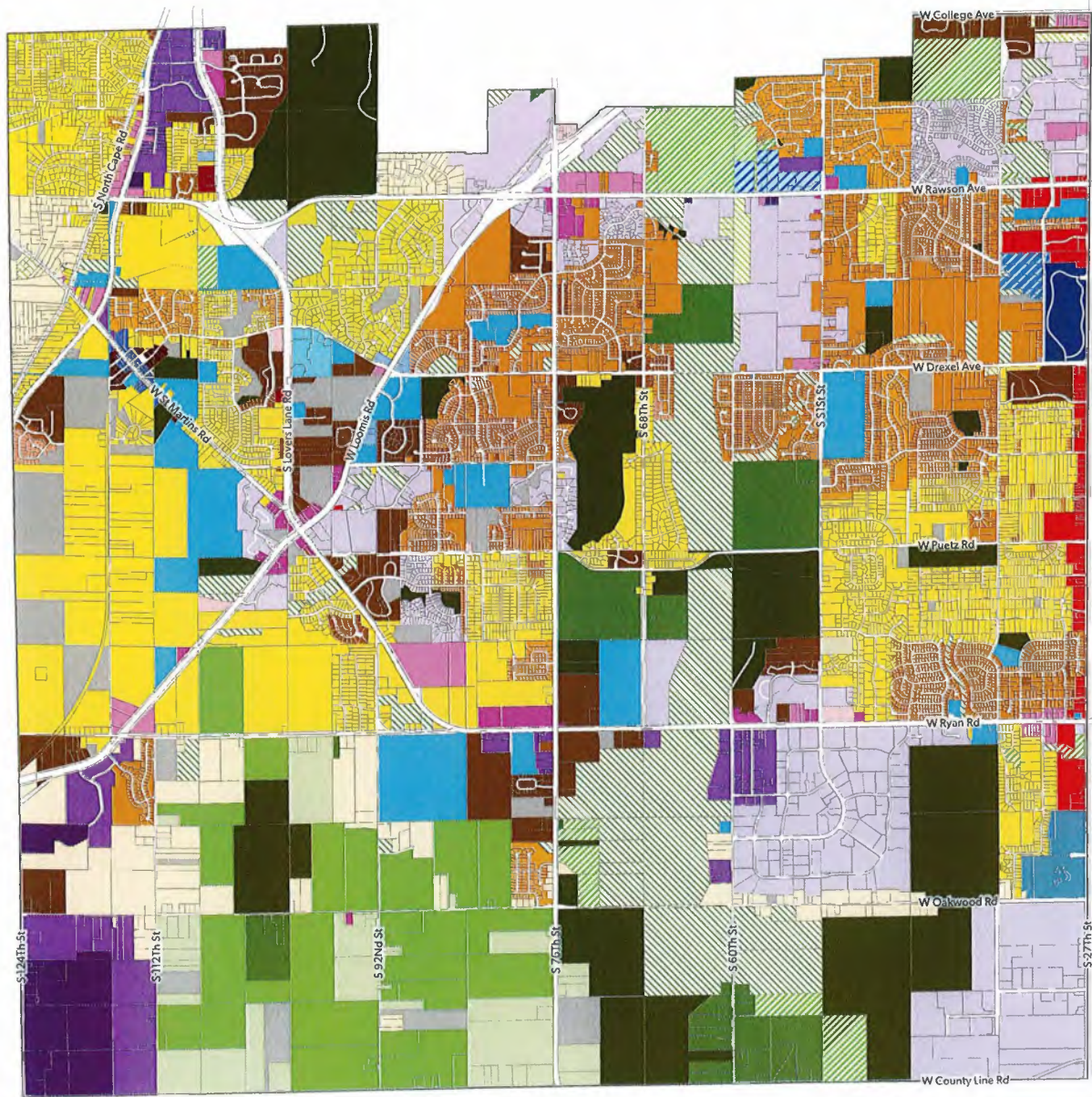
***Hotel.** An establishment containing a building or group of buildings on the same lot with lodging rooms for transient guests in detached buildings or in a single building, and where access to the individual lodging rooms is provided from the building's interior in the form of shared corridors or other internal paths.*

***Motel.** An establishment containing a building or group of buildings on the same lot with lodging rooms for transient guests in detached buildings or in a single building, and where access to the individual lodging rooms is provided from the building's exterior.*

The following definitions revisions are also recommended:

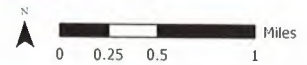
- All existing definitions that include measurements and quantifiable standards be removed from the Definitions and incorporated elsewhere in the UDO as appropriate.
- Definitions for terms that are used in reference to other terms should be eliminated.
- Definitions for adult uses, religious institutions, family, signs, and group homes be reviewed for compliance with federal and state statutes.
- Terms that are used frequently throughout the ordinance such as "applicability", and "purpose and intent" should be clearly defined.

Current Zoning

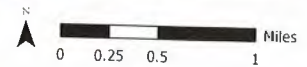


Current Zoning

- | | | |
|---|--|-------------------------------------|
| A-1 - Agricultural | VR - Village Residence | RC-1 - Conservation Residence |
| A-2 - Prime Agricultural | B-1 - Neighborhood Business | CC - City Civic Center |
| R-1 - Countryside/Estate Single-Family Residence | B-2 - General Business | I-1 - Institutional |
| R-1E - Countryside/Estate Single-Family Residence Upon a Single Lot | B-3 - Community Business | M-1 - Limited Industrial |
| R-2 - Estate Single-Family Residence | B-4 - South 27th Street Mixed Use Commercial | M-2 - General Industrial |
| R-3 - Suburban/Estate Single-Family Residence | B-5 - Highway Business | P-1 - Park |
| R-3E - Suburban/Estate Single-Family Residence | B-6 - Professional Office | PDD - Planned Development Districts |
| R-4 - Suburban Single-Family Residence | B-7 - South 27th Street Mixed Use Office | FC - Floodplain Conservancy |
| R-5 - Suburban Single-Family Residence | BP - Business Park | FFO - Floodplain Fringe Overlay |
| R-6 - Suburban Single-Family Residence | VB - Village Business | FW - Floodway |
| R-7 - Two-Family Residence | OL-1 - Office Overlay | |
| R-8 - Multiple-Family Residence | OL-2 - General Business Overlay | |



Proposed Zoning



Proposed Zoning

- | | | |
|---|--|----------------------------------|
| A-1 - Agricultural | B-3 - Community Business | P-1 - Park |
| R-3 - Suburban/Estate Single-Family Residence | B-4 - South 27th Street Mixed Use Commercial | PDL - Planned Development Legacy |
| R-6 - Suburban Single-Family Residence | BP - Business Park | FC - Floodplain Conservancy |
| R-8 - Multiple-Family Residence | SMHB - Saint Martin's Road Historic Business | FFO - Floodplain Fringe Overlay |
| VR - Village Residence | RC-1 - Conservation Residence | FW - Floodway |
| B-1 - Neighborhood Business | I-1 - Institutional | L-1 - Land Fill |
| B-2 - General Business | M-1 - Limited Industrial | |

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE February 15, 2022
Reports & Recommendations	A RESOLUTION TO AWARD CONSTRUCTION CONTRACT FOR PLEASANT VIEW PARK IMPROVEMENTS TO ALL-WAYS CONTRACTORS, INC. FOR \$405,561.00	ITEM NO. Revised G.16. 2/15/2022 per Council Action

BACKGROUND

On September 21, 2021, Common Council moved to reject all bids for the Pleasant View Park Improvement Project, and direct staff to revise the scope for Pleasant View Park Improvements per Parks Commission’s recommendation, amending Alternate 4 as part of the base bid and rebid in January 2022. Bids for the Pleasant View Park Improvements were received on February 10, 2022.

ANALYSIS

The scope was revised to include the following Base Bid and 5 mandatory Alternate bids.

- Base Bid (10-foot path connection to Pleasant View Reserve, relocate path near pavilion)
- Alternate 1 (Pickleball courts)
- Alternate 2 (Parking lot expansion)
- Alternate 3 (Sand volleyball court)
- Alternate 4 (Trash enclosure/pad)
- Alternate 5 (Landscaping)

4 bids were received on February 10, 2022.

Base Bid	Alternate Bids Total	Total (w/ all Alt.)	Bidder
\$41,948.00	\$363,613.00	\$405,561.00	All-Ways Contractors, Inc.
\$55,300.00	\$388,640.00	\$443,940.00	Western Contractors, Inc.
\$66,687.00	\$437,656.00	\$504,343.00	DK Contractors
\$91,322.00	\$521,805.00	\$613,127.00	Poblocki Paving Corporation

GRAEF has assisted Staff with the review of the submitted bids, checked references, and are recommending that All-Ways Contractors, Inc. be awarded the project.

OPTIONS

- A. Award bid to All-Ways Contractors, Inc. for Base Bid plus all Alternates, or
- B. Reject all bids, or
- C. Provide other direction to Staff.

FISCAL IMPACT

The 2021 Budget included \$300,000 (46.0551.5835) for this project and the 2022 budget added \$120,000 (46.0551.5832) for a total project budget of \$420,000. These costs are eligible for park impact fees based on the nature of costs, i.e. park purpose (47%) and trail purpose (62%), which will equate to approximately \$193,600 and the remaining funds, approximately \$211,961, will be from the City capital funds. Formal approval for capital carry over funds from 2021 will be requested at a March Council Meeting as soon as staff completes the analysis of the same.

RECOMMENDATION

(Option A) Resolution 2022-_____, a resolution to award a construction contract to All-Ways Contractors, Inc. for the construction of Pleasant View Park Improvements in the amount of \$405,561.00 pending Common Council approval of capital carry overs which includes \$300,000 for Pleasant View Park.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO AWARD
PLEASANT VIEW PARK IMPROVEMENTS
TO ALL-WAYS CONTRACTORS, INC. FOR \$405,561.00

WHEREAS, the City of Franklin is making improvements to Pleasant View Park; and

WHEREAS, GRAEF-USA, Inc. prepared construction documents for the project and it was publicly bid in accordance with applicable Franklin policies and Wisconsin Statutes; and

WHEREAS, four bids were received on February 10, 2021 and All-Ways Contractors, Inc. was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a construction contract with All-Ways Contractors, Inc. for the construction of Pleasant View Park Improvements, pending approval of Capital carry overs which includes \$300,000 for Pleasant View Park.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with All-Ways Contractors, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Pleasant View Park Improvements (#8108032)
 Owner: City of Franklin
 Solicitor: Graef Inc Milwaukee
 02/10/2022 03:00 PM CST

Section Title	UoM	Quantity	All-Ways Contractors, Inc.	Western Contractors Inc	DK Contractors	Poblocki Paving Corporation
Line Item	Item Description	Unit Price	Extension	Unit Price	Extension	Unit Price
1- Primary Bid						
1	1-1/4-inch Crushed Aggregate Base Course	100	\$32.40	\$3,240.00	\$36.00	\$3,600.00
2	Site Grading	1	\$6,450.00	\$6,450.00	\$9,000.00	\$9,000.00
3	Common Excavation	70	\$19.70	\$1,379.00	\$10.00	\$700.00
4	3 inch 4LT 58-28 S Asphalt	140	\$113.55	\$15,897.00	\$110.00	\$15,400.00
5	5-inch Portland Cement Concrete Sidewalk	20	\$66.35	\$1,327.00	\$135.00	\$2,700.00
6	14in x 23in HECF	14	\$145.00	\$2,030.00	\$150.00	\$2,100.00
7	Clear and Grub	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
8	Existing path demo & sign removal	1	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00
9	Erosion Control	1	\$685.00	\$685.00	\$4,500.00	\$4,500.00
10	Topsoil stripping and stockpiling	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00
11	Place Topsoil	1600	\$1.45	\$2,320.00	\$3.00	\$4,800.00
12	Lawn - seed	1600	\$1.95	\$3,120.00	\$3.00	\$4,800.00
			\$237,728.00	\$250,140.00	\$279,632.00	\$360,477.00
1- Mandatory Alternate Bid						
13	1-1/4-inch Crushed Aggregate Base Course	90	\$32.40	\$2,916.00	\$36.00	\$3,240.00
14	Site Grading	1	\$9,870.00	\$9,870.00	\$15,000.00	\$15,000.00
15	Common Excavation	550	\$17.00	\$9,350.00	\$10.00	\$5,500.00
16	Fence & Gate	1	\$40,900.00	\$40,900.00	\$40,900.00	\$40,900.00
17	Wind screen	1	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
18	Net and Posts	1	\$8,950.00	\$8,950.00	\$8,950.00	\$8,950.00
19	Court Stripping	1	\$2,142.00	\$2,142.00	\$17,000.00	\$17,000.00
20	Asphalt Pickleball Court	1	\$93,440.00	\$93,440.00	\$27,000.00	\$27,000.00
21	5-inch Portland Cement Concrete Sidewalk	330	\$66.00	\$21,780.00	\$100.00	\$33,000.00
22	Erosion Control	1	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00
23	Stair and Railing	1	\$5,145.00	\$5,145.00	\$7,000.00	\$7,000.00
24	6-inch diameter Perforated PVC Drain Tile	390	\$29.00	\$11,310.00	\$100.00	\$39,000.00
25	6-inch diameter PVC Storm Sewer	85	\$29.00	\$2,465.00	\$90.00	\$7,650.00
26	6-inch PVC Cleanout	2	\$510.00	\$1,020.00	\$1,000.00	\$2,000.00
27	12-inch diameter PVC SDR 35 Storm Sewer	120	\$95.00	\$11,400.00	\$125.00	\$15,000.00
28	48-inch diameter Precast Concrete Inlet w/ frame and grate	Each	\$2,980.00	\$5,960.00	\$5,000.00	\$10,000.00
29	Topsoil stripping and stockpiling	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00
30	Place Topsoil	1700	\$1.45	\$2,465.00	\$3.00	\$5,100.00
31	Lawn - seed	1700	\$1.95	\$3,315.00	\$3.00	\$5,100.00
			\$58,595.00	\$51,000.00	\$70,219.00	\$70,219.00
2- Mandatory Alternate Bid						
32	Asphalt Parking Lot and Concrete Sidewalk Extension	1	\$58,595.00	\$58,595.00	\$51,000.00	\$51,000.00
33	Sand Volleyball Court	1	\$26,455.00	\$26,455.00	\$40,000.00	\$40,000.00
4- Mandatory Alternate Bid						
34	Trash Enclosure Pad Construction	1	\$18,250.00	\$18,250.00	\$22,500.00	\$22,500.00
5- Mandatory Alternate Bid						
35	Plants Trees, Shrubs, Perennials	1	\$22,585.00	\$22,585.00	\$25,000.00	\$25,000.00

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 15, 2022
Reports & Recommendations	ORDINANCE TO REPEAL AND RECREATE SECTION 222-4 OF THE MUNICIPAL CODE AND TO RENAME “STREETS OPENINGS AND EXCAVATIONS” TO “CONSTRUCT, MAINTAIN OR REPAIR INFRASTRUCTURE WITHIN PUBLIC RIGHT-OF-WAY”	ITEM NO. G.17.

BACKGROUND

For the past few months, the Board of Public Works (BOPW) has been discussing a significant revision to the Municipal Code § 222-4 “Streets openings and excavations.” Attached is a highlighted revision showing the proposed changes.

Also attached are current and proposed versions of the permit. This is for reference only as Common Council does not approve content and format of any other permit.

ANALYSIS

By and large, the proposed changes are not needed for the vast majority of the permit holders. The City has been fortunate that issues are not common. The minority of permit holders have exposed many deficiencies in the right of way permit process. A summary of the proposed changes are as follows:

1. Renaming the section. The current section title is not as encompassing to allow for other activities that occur within the public right-of-way and outside of the pavement.
2. The Fee structure now consists of two sections. A non-refundable fee is intended to reimburse the City for efforts to manage the permit process. A refundable fee is intended to encourage permittees to follow through on providing adequate execution and restoration.
3. Various flat fees have been nominally increased.
4. Placement of new trees by City Staff is now paid to the City similar to the process required of developers.
5. Placement of miscellaneous infrastructure by City Staff such as lights, signs and culverts are now paid to the City at cost plus 5%.
6. Refundable fees are 10% of project costs, but no less than \$1,000. Fees in excess of \$10,000 may be posted with a bond or letter of credit.
7. Reinspection of work not completed correctly is reimbursed from the refundable fees.
8. Refundable fees will be returned as soon as practical. If length of time needs to exceed 60 days from date of completion, for example to ensure proper compaction beneath pavement, permittee may transfer funds to an escrow. The language is currently under consideration by the City Attorney.
9. The City is not responsible for worksite safety.
10. The City may issue verbal stop work orders for safety to the traveling public or erosion and sediment control issues.
11. The City may issue a citation for any failure to comply with the conditions of the permit.

12. If the issues are not satisfactorily resolved after a citation, the City may revoke the permit and all fees may be forfeited to the City.
13. Permittees who have their permit revoked are not eligible to obtain another permit for five years.
14. Permits expire within one year of issuance. Note that this issue was not brought to Staff's attention until after the BOPW meetings.

OPTIONS

Approve or Modify Ordinance as proposed by Staff and recommended by the Board of Public Works.

FISCAL NOTE

The nominal fee increases will not adversely affect budgets. Last year, there was almost 150 right-of-way permits processed. Assuming there are an equal number of permits each year, increasing the application fee from \$50 to \$100 will result in approximately \$7,500 of additional income to the City annually. Most of the other fees proposed in the ordinance are to recover time and materials to remedy the problem issues, which are seldom seen.

RECOMMENDATION

Motion to adopt Ordinance-_____ an ordinance to repeal and recreate section 222-4 of the Municipal Code and to rename "Streets Openings and Excavations" to "Construct, Maintain or Repair Infrastructure Within Public Right-Of-Way"

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

ORDINANCE TO REPEAL AND RECREATE SECTION 222-4 OF THE MUNICIPAL CODE AND TO RENAME “STREETS OPENINGS AND EXCAVATIONS” TO “CONSTRUCT, MAINTAIN OR REPAIR INFRASTRUCTURE WITHIN PUBLIC RIGHT-OF-WAY”

WHEREAS, the City wishes to update the permit for activities within the public right-of-way; and

WHEREAS, the Board of Public Works has discussed this issue on January 11, 2022, and February 8, 2022. The Board has recommended to the Common Council the adoption of a significant rewrite of Franklin Municipal Code § 222-4 Streets openings and excavations, including the title of the section; and

WHEREAS, among many changes, the significant changes provide for: Refundable and Non-Refundable fees; increases in minimum fee structures; addition of tree replacements and other public infrastructure that the City would need to replace; and the issuance of stop work orders, citations, and revoking a permit for non-compliance.

NOW, THEREFORE, the Common Council of the City of Franklin do hereby ordain as follows:

SECTION I. Section 222-4 “Streets openings and excavations” of the Municipal Code is renamed “Construct, maintain or repair infrastructure within public right-of-way”

SECTION II. Section 222-4 of the Municipal Code is deleted in total and replaced with the following:

A. Permit required. No person shall open or tear any part of any street, alley, sidewalk, parkway or other public place in the City for any purpose without first obtaining a permit from the Director of Public Works or his or her authorized representative.

B. Insurance required.
(1) A permit shall be issued only upon the condition that the applicant submit evidence to the Director of Public Works that the applicant is covered by public liability insurance by the following amounts and that such insurance protects the City from all claims.

Personal Injury		Property
<u>One Person</u>	<u>One Accident</u>	
\$1,000,000	\$2,000,000	\$500,000

(2) The evidence of insurance shall also provide that the City be notified at least 10 days prior to cancellation or expiration of the insurance.

C. Information to accompany application. The applicant for a permit shall submit to the Director of Public Works, at the time the permit is applied for, sufficient information relating to the work to be done. The Director of Public

Works shall determine if sufficient information is submitted, but in no case shall it be less than the following:

- (1) The applicant shall state the nature and location of the work, the reason for the work and the proposed method of doing the work.
- (2) The proposed utility plan shall show the area(s) and type(s) of erosion control that may be necessary to control disturbed soil. Work site restoration shall show location and material to be used.

D. Permit fee. The permit fees are given in the schedule in Subsection D(1) and D(2). Upon written notice to the permit applicant, restoration work that is not completed or not deemed to be of acceptable quality by the Director of Public Works or his representative, the applicant will be given 20 days to correct all deficiencies. The City may then complete work or hire a contractor to correct the deficiencies and bill the applicant for work performed.

- (1) Non-Refundable permit fees shall be collected to reimburse the City for costs associated to manage the permit activities and for infrastructure that the City will need to replace.
 - (a) Application fee: \$100.
 - (b) First foot to 200 feet in length: \$100.
 - (c) Additional \$0.10 per foot for installed utility lengths exceeding 200 feet. Calculation of installed utility length will be made based on the number of lineal feet of utility main installed or repaired.
 - (d) Each tree in the right-of-way to be replaced: \$400
 - (e) Other public infrastructure (i.e. Lights, signs, culverts, etc.) that will need to be replaced by City: at cost of labor / materials plus 5%.
- (2) Refundable permit fees shall be collected as a surety to encourage permittee to restore the right-of-way in as-good or better condition.
 - (a) 10% of estimated project cost, but no less than \$1,000.
 - (b) Refundable Permit Fee shall be waived for City of Franklin, and Franklin Utilities, or contract provider thereof, projects
 - (c) Refundable fee less than \$10,000 shall be a cash or check deposit with the City of Franklin.
 - (d) Refundable fee equal to or in excess of \$10,000 may be a cash or check deposit with the City of Franklin or it may be a financial surety in the form of a performance bond or irrevocable letter of credit.
 - (e) If permittee does not restore the right-of-way in as-good or better condition, the City shall notify the permittee in writing of the deficiencies. Such notice shall be issued within one-year after Permittee notifies City that work is complete. The Permittee shall

have the ability to remedy the deficiencies within thirty days. If suitable remedies are not completed, the City may self-perform repairs or hire others to make repairs from the collected fees or surety for time and materials plus 10%.

- (f) If work is not complete when Permittee notifies City that work is complete, City may charge time and materials for efforts to reinspect work additional time(s).
 - (g) Refundable fees will be returned/released as soon as Director of Public Works deems appropriate, but not to exceed one year after Permittee notifies City that work is complete.
 - (h) If fees are not refunded within 60 days of notification from the permittee of completion, permittee has the right to move the money to a third-party interest-bearing escrow. *City Attorney is looking at suggested language- may/may not have by meeting.*
- E. Permit to be displayed. The permit shall be displayed on the site at all times.
- F. Permit to become void. Unless the work shall be commenced within 30 calendar days of the issuance of the permit, the permit shall be void, and a new permit shall be obtained and an additional fee charged. The permit will remain in effect for one year from date of issuance. The Director of Public Works may extend the time limitation for sufficient cause.
- G. Worker and Worksite Safety. The Permittee is fully responsible for worker and worksite safety. Any comments and/or stop work orders issued from City staff, or its representatives, shall not place responsibility on City for safety.
- H. Stop work order.
- (1) For safety reasons to the traveling and general public, the City may issue a verbal stop work order. The stop work order will be in effect immediately from the verbal command until satisfactory traffic control and pedestrian barricades are in place. A stop work order does not move any liability from the Permittee to the City.
 - (2) To protect receiving waters from erosion and sediment leaving the worksite, the City may issue a verbal stop work order. The stop work order will be in effect immediately from the verbal command until satisfactory erosion and sediment control measures are in place. Permittee will be responsible for any cleanup and damage caused to other properties as a result of inadequate erosion and sediment control methods.
- I. Citations. The City may issue a municipal citation to any person for failure to comply with the stipulations set forth in a Franklin permit to Construct, Maintain or Repair Infrastructure Within Public Right-Of-Way and is subject to the provisions of Chapter 1, General Provisions, § 1-19.

- J. Permit to be revoked. After issuance of a citation(s), Director of Public Works, or his designee, may hand deliver or email a written notice to the Permittee as a final warning that the Permittee is failing to comply with the stipulations in the issued permit. The notice will designate a time frame required for full compliance. Failure of the Permittee to become fully compliant within the designated timeframe makes the permit subject to revocation and forfeiture of all non-refundable and refundable permit fees.
- (1) Permittees who have a permit revoked shall not be eligible to receive another Franklin permit to Construct, Maintain or Repair Infrastructure Within Public Right-Of-Way for five years from the date of revocation.
- K. Notices required.
- (1) The permittee shall notify all public and private individuals, firms and corporations affected by the work at least 24 hours before such work is to start.
 - (2) The permittee shall notify the Director of Public Works or his or her authorized representative at least 24 hours prior to the time of starting work and again at least four hours prior to backfilling and/or restoring the surface.
- L. Emergency work. In the event of an emergency arising out of office hours, at night, Sundays or legal holidays, when an immediate excavation may be necessary for the protection of public or private property, the same shall be reported to the Police Department, which shall grant permission to make the necessary excavation upon the express condition that an application be made in the manner herein provided on or before noon of the next following business day.
- M. Construction of new facilities. Within six months after notification by the City that a new street, alley or sidewalk pavement is to be constructed, all public and private utilities, firms or individuals shall construct their necessary facilities in a manner not to interfere with the paving work.
- N. Maximum street opening. The permittee shall prosecute the work in such a manner so that not more than 600 lineal feet of trench shall be open at one time.
- O. Completion of the work. Excavations shall not remain open in excess of three calendar days unless specific permission is obtained from the Director of Public Works prior to the third day. For each day or fraction thereof, the excavation remains open in excess of three days, the permittee shall forfeit to the City as damages the sum of \$100. This amount may be deducted from the Refundable Fees.
- P. Method of doing work.
- (1) Excavating. The trench shall be excavated to a sufficient width and depth to permit the laying of the pipe or conduit, using special care to avoid damaging existing conduits or pipes. All work shall be done in a manner to conform to the Wisconsin Administrative Codes that may

apply and to the rules and regulations of the City. All refuse and excess excavated material shall be removed from the street surface as the work progresses and shall not be permitted to be deposited on the site.

- (2) **Maintenance of opening.** The applicant shall backfill the opening immediately upon the completion of the work and place at least eight inches of traffic bind or similar material in the opening. The applicant shall maintain the opening in good condition for six months after the completion of the work or until the surface has been restored, either by the permittee or the City.
- (3) **Backfilling.** Backfilling shall be done with due care in a workmanlike manner and shall be consolidated by flooding or tamping according to approved methods so as to prevent the settling of the facility. In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be completely backfilled with clear limestone, one bag concrete mix slurry or gravel, unless permission is obtained from the Director of Public Works to use excavated material for backfill.
- (4) **Barriers and lights in streets.** Each opening made in the street or public ways shall be enclosed with sufficient barriers. Red lights must be kept burning from sunset to sunrise, one red light to be placed at each end of opening in street and other lights to be placed at intervals of 10 feet. All necessary precautions shall be taken to guard the public effectually from accidents or damage to persons or property from the beginning to the end of the work.
- (5) **Restoration of surface.** Should any person, firm or corporation fail to restore the surface within seven calendar days or within a period determined by the Director of Public Works, the City will make such repairs and will direct to bill the utility for the cost of labor, material and an administrative cost of 15%.
- (6) **Street cuts.**
 - (a) **How cut.** All cuts in streets owned by or to be dedicated to the City shall be saw cut.
 - (b) **Backfill.** Excavation from street cuts made in streets owned by or to be dedicated to the City shall be backfilled with aggregate slurry backfill consisting of No. 1 and No. 2 coarse aggregate Class "C" concrete mix, with the cement deleted and prepared by mixing the material with water to inundate the aggregate sufficient to provide an approximate three-inch slump which is deposited in the trench directly from a concrete transit mix truck according to Standard Specifications for Sewer and Water Construction in Wisconsin, March 1, 1980 (4th ed.).
 - (c) **Enforcement.**

[1] Any person who violates the provisions of this subsection may be ordered by the Municipal Court to properly cut and/or excavate and properly backfill the street cut.

[2] Any person who violates the provisions of this subsection is subject to the provisions of Chapter 1, General Provisions, § 1-19.

Q. Plumbing permits. See also §§ 190-8 through 190-12 and §§ 190-16 and 190-17. In the event of conflict, such sections shall control.

R. Permit Limits. Unless otherwise stipulated for special circumstances, all permits shall expire one year after date of issuance.

SECTION III. The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

SECTION V. This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2022, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

§ 222-4 ~~Streets openings and excavations.~~ **Construct, maintain or repair infrastructure within public right-of-way**

- A. Permit required. No person shall open or tear any part of any street, alley, sidewalk, parkway or other public place in the City for any purpose without first obtaining a permit from the Director of Public Works or his or her authorized representative.
- B. Insurance required.
- (1) A permit shall be issued only upon the condition that the applicant submit evidence to the Director of Public Works that the applicant is covered by public liability insurance by the following amounts and that such insurance protects the City from all claims.

Personal Injury		Property
<u>One Person</u>	<u>One Accident</u>	
\$1,000,000	\$2,000,000	\$500,000

- (2) The evidence of insurance shall also provide that the City be notified at least 10 days prior to cancellation or expiration of the insurance.
- C. Information to accompany application. The applicant for a permit shall submit to the Director of Public Works, at the time the permit is applied for, sufficient information relating to the work to be done. The Director of Public Works shall determine if sufficient information is submitted, but in no case shall it be less than the following:
 - (1) The applicant shall state the nature and location of the work, the reason for the work and the proposed method of doing the work.
 - (2) The proposed utility plan shall show the area(s) and type(s) of erosion control that may be necessary to control disturbed soil. Work site restoration shall show location and material to be used.
- D. Permit fee. The permit ~~fee(s) is fees are~~ given in the schedule in Subsection **D(1) and D(2)**. Upon written notice to the permit applicant, restoration work that is not completed or not deemed to be of acceptable quality by the Director of Public Works or his representative, the applicant will be given 20 days to correct all deficiencies. The City may then complete work or hire a contractor to correct the deficiencies and bill the applicant for work performed.
 - (1) ~~The Non-Refundable permit fees schedule is as follows: shall be collected to reimburse the City for costs associated to manage the permit activities and for infrastructure that the City will need to replace.~~
 - (a) Application fee: ~~\$50.~~ **\$100.**
 - (b) First ~~one~~ foot to 200 feet in length: ~~\$50.~~ **\$100.**
 - (c) ~~Minimum total fee: \$100.~~
 - (d)(c) Additional \$0.10 per foot for installed utility lengths exceeding 200 feet. **Calculation of installed**

utility length will be made based on the number of lineal feet of utility main installed or repaired.

(d) Each tree in the right-of-way to be replaced: \$400

(e) Other public infrastructure (ie. Lights, signs, culverts, etc.) that will need to be replaced by City: at cost of labor / materials plus 5%.

~~(2) Calculation will be made based on the number of lineal feet of utility main installed or repaired.~~

(2) Refundable permit fees shall be collected as a surety to encourage permittee to restore the right-of-way in as-good or better condition.

(a) 10% of estimated project cost, but no less than \$1,000.

(b) Refundable Permit Fee shall be waived for City of Franklin, and Franklin Utilities, or contract provider thereof, projects

(c) Refundable fee less than \$10,000 shall be a cash or check deposit with the City of Franklin.

(d) Refundable fee equal to or in excess of \$10,000 may be a cash or check deposit with the City of Franklin or it may be a financial surety in the form of a performance bond or irrevocable letter of credit.

(e) If permittee does not restore the right-of-way in as-good or better condition, the City shall notify the permittee in writing of the deficiencies. Such notice shall be issued within one-year after Permittee notifies City that work is complete. The Permittee shall have the ability to remedy the deficiencies within thirty days. If suitable remedies are not completed, the City may self-perform repairs or hire others to make repairs from the collected fees or surety for time and materials plus 10%.

(f) If work is not complete when Permittee notifies City that work is complete, City may charge time and materials for efforts to reinspect work additional time(s).

(g) Refundable fees will be returned/released as soon as Director of Public Works deems appropriate, but not to exceed one year after Permittee notifies City that work is complete.

~~(h) If Responder is unable to verify the identity of the individual from the permittee of commission, permittee has the right to move the money to a third party financial institution. (The Attorney is to be consulted with regard to compliance with the statute)~~

E. Permit to be displayed. The permit shall be displayed on the site at all times.

F. Permit to become void. Unless the work shall be commenced within 30 calendar days of the issuance of the permit, the permit shall be void, and a new permit shall be obtained and an additional fee charged. The permit will remain in effect for one year from date of issuance. The Director of Public Works may extend the time limitation for sufficient cause.

G. Worker and Worksite Safety. The Permittee is fully responsible for worker and worksite safety.

Any comments and/or stop work orders issued from City staff, or its representatives, shall not place responsibility on City for safety.

H. Stop work order.

- (1) For safety reasons to the traveling and general public, the City may issue a verbal stop work order. The Stop work order will be in effect immediately from the verbal command until satisfactory traffic control and pedestrian barricades are in place. A stop work order does not move any liability from the Permittee to the City.**
- (2) To protect receiving waters from erosion and sediment leaving the worksite, the City may issue a verbal stop work order. The Stop work order will be in effect immediately from the verbal command until satisfactory erosion and sediment control measures are in place. Permittee will be responsible for any cleanup and damage caused to other properties as a result of inadequate erosion and sediment control methods.**

I. Citations. The City may issue a municipal citation to any person for failure to comply with the stipulations set forth in a Franklin permit to Construct, Maintain or Repair Infrastructure Within Public Right-Of-Way and is subject to the provisions of Chapter 1, General Provisions, § 1-19.

J. Permit to be revoked. After issuance of a citation(s), Director of Public Works, or his designee, may hand deliver or email a written notice to the Permittee as a final warning that the Permittee is failing to comply with the stipulations in the issued permit. The notice will designate a time frame required for full compliance. Failure of the Permittee to become fully compliant within the designated timeframe makes the permit subject to revocation and forfeiture of all non-refundable and refundable permit fees.

(1) Permittees who have a permit revoked shall not be eligible to receive another Franklin permit to Construct, Maintain or Repair Infrastructure Within Public Right-Of-Way for five years from the date of revocation.

G.K Notices required.

- (1) The permittee shall notify all public and private individuals, firms and corporations affected by the work at least 24 hours before such work is to start.
- (2) The permittee shall notify the Director of Public Works or his or her authorized representative at least 24 hours prior to the time of starting work and again at least four hours prior to backfilling and/or restoring the surface.

H.L. Emergency work. In the event of an emergency arising out of office hours, at night, Sundays or legal holidays, when an immediate excavation may be necessary for the protection of public or private property, the same shall be reported to the Police Department, which shall grant permission to make the necessary excavation upon the express condition that an application be made in the manner herein provided on or before noon of the next following business day.

I.M. Construction of new facilities. Within six months after notification by the City that a new street, alley or

sidewalk pavement is to be constructed, all public and private utilities, firms or individuals shall construct their necessary facilities in a manner not to interfere with the paving work.

J.N. Maximum street opening. The permittee shall prosecute the work in such a manner so that not more than 600 lineal feet of trench shall be open at one time.

K.O. Completion of the work. Excavations shall not remain open in excess of three calendar days unless specific permission is obtained from the Director of Public Works prior to the third day. For each day or fraction thereof the excavation remains open in excess of three days, the permittee shall forfeit to the City as damages the sum of **\$25. \$100. This amount may be deducted from the Refundable Fees.**

L.P. Method of doing work.

- (1) Excavating. The trench shall be excavated to a sufficient width and depth to permit the laying of the pipe or conduit, using special care to avoid damaging existing conduits or pipes. All work shall be done in a manner to conform to the Wisconsin Administrative Codes that may apply and to the rules and regulations of the City. All refuse and excess excavated material shall be removed from the street surface as the work progresses and shall not be permitted to be deposited on the site.
- (2) Maintenance of opening. The applicant shall backfill the opening immediately upon the completion of the work and place at least eight inches of traffic bind or similar material in the opening. The applicant shall maintain the opening in good condition for six months after the completion of the work or until the surface has been restored, either by the permittee or the City.
- (3) Backfilling. Backfilling shall be done with due care in a workmanlike manner and shall be consolidated by flooding or tamping according to approved methods so as to prevent the settling of the facility. In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be completely backfilled with clear limestone, one bag concrete mix slurry or gravel, unless permission is obtained from the Director of Public Works to use excavated material for backfill.
- (4) Barriers and lights in streets. Each opening made in the street or public ways shall be enclosed with sufficient barriers. Red lights must be kept burning from sunset to sunrise, one red light to be placed at each end of opening in street and other lights to be placed at intervals of 10 feet. All necessary precautions shall be taken to guard the public effectually from accidents or damage to persons or property from the beginning to the end of the work.
- (5) Restoration of surface. Should any person, firm or corporation fail to restore the surface within seven calendar days or within a period determined by the Director of Public Works, the City will make such repairs and will direct to bill the utility for the cost of labor, material and an administrative cost of 15%.
- (6) Street cuts.
 - (a) How cut. All cuts in streets owned by or to be dedicated to the City shall be saw cut.
 - (b) Backfill. Excavation from street cuts made in streets owned by or to be dedicated to the City shall be backfilled with aggregate slurry backfill consisting of No. 1 and No. 2 coarse aggregate Class "C"

concrete mix, with the cement deleted and prepared by mixing the material with water to inundate the aggregate sufficient to provide an approximate three-inch slump which is deposited in the trench directly from a concrete transit mix truck according to Standard Specifications for Sewer and Water Construction in Wisconsin, March 1, 1980 (4th ed.).

(c) Enforcement.

[1] Any person who violates the provisions of this subsection may be ordered by the Municipal Court to properly cut and/or excavate and properly backfill the street cut.

[2] Any person who violates the provisions of this subsection is subject to the provisions of Chapter 1, General Provisions, § 1-19.

M.Q. Plumbing permits. See also §§ 190-8 through 190-12 and §§ 190-16 and 190-17. In the event of conflict, such sections shall control.

R. Permit Limits. Unless otherwise stipulated for special circumstances, all permits shall expire one year after date of issuance.

PERMIT TO CONSTRUCT, MAINTAIN OR REPAIR
UTILITIES WITHIN HIGHWAY RIGHT-OF-WAY

Applicant Name _____

Address _____

Office Phone _____ Fax No. _____

Contact Person _____ Cell Phone _____

Email _____

Type of Utility Installation _____

(Ex.: Gas, Electric, Cable TV, Name of Communication - Fiber Optic, etc.)

Plan Enclosed _____ Yes _____ No

Utility Work Location is: _____

Appurtenances: _____ Above Ground _____ Under Ground: (ex: MH, HH, Pole, Pedestal, etc.)

Proposed Method of Installation:

_____ Tunnel _____ Overhead Cable _____ Place Anchor _____ Plow _____ Trench

_____ Directional Bore _____ Open Cut Pavement _____ Other

Estimated Starting Date _____ Estimated Completion Date _____

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions attached hereto, and any and all plans, details or notes attached hereto and made a part thereof.

BY _____ Title _____

Date _____

.....
PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

BY _____ Title _____

(Signature of Authorized Permitting Authority Representative)

Date _____

CITY OF FRANKLIN
UTILITY PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern.

- (1) The Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.
- (2) The permitted facilities shall, if necessary, be altered at the expense of the Applicant to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant unless a contract for such costs has been executed.
- (3) No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the Permitting Authority has granted permission for a detour. Wherever the pavement is opened, the spoil shall be hauled away and the trench shall be backfilled with Lean concrete mix; the backfill shall conform to the requirements of Section 8.43.9 with the addition of a minimum of 1 bag of cement per cubic yard. The pavement removed for a road crossing shall be replaced as per the City of Franklin Design Standards and Construction Specifications.
- (4) When one-way traffic or a detour is used, the Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN AND LIGHTS required according to the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers shall be notified by the Applicant in advance of the work being started.
- (5) All disturbed area shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or its representative. Access to all private drives and public street intersections shall be maintained and all disturbed areas completely restored.
- (6) Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, Labor and Human Relations, and any applicable local regulations.
- (7) A copy of this approval, along with any plans and special provisions, shall be available on the job site.
- (8) Upon completion of the work the Applicant shall file a written notice with the Franklin Engineering Department along with record drawing of the completed work.
- (9) All utilities shall be located within three feet of the right-of-way limits unless specific dimensions are shown on the attached sketch.
- (10) All work approved by this permit shall be completed in accordance with the City of Franklin Design Standards and Construction Specifications. Call the Franklin Engineering Department for inspections when commencing work at 414-425-7510.
- (11) This permit will expire one year after the approval date.
- (12) A permit fee will be required for all Applications per the fee schedule available from the Franklin Engineering Department
- (13) This application approval and permit issuance is specifically subject to and conditioned upon the approval by the City of Franklin of a Special Use Application submitted by applicant for the subject facilities installation, pursuant to in part, §15-3 0805 WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAS, subs. G. Special Uses, and §15-3 0701 GENERAL STANDARDS FOR SPECIAL USES, of the City of Franklin Unified Development Ordinance, excepting those terms and provisions thereof which have been preempted by Wis Stat § 66 0404 Mobile tower siting regulations Any failure to obtain approval or upon any denial of the Special Use Application shall render the approval granted hereunder and the permit issuance null and void.
- (14) N.B **Note well- Meaning following words are of great importance: City of Franklin Engineering staff and Department of City Development staff have been informed that questions have arisen, not only state-wide, but also nation-wide, in part as

to what specific service the applicant is actually and factually providing, and perhaps whether the applicant is a utility and/or an alternative telecommunications utility, and as such, whether federal and state laws relating to local right-of-way regulation of telecommunications service providers and municipal regulation of telecommunications service providers apply

L:\Engdocs\Street Excavation\Form for permit for utilities2017Rev2020

CITY OF FRANKLIN PERMIT TO CONSTRUCT, MAINTAIN OR REPAIR INFRASTRUCTURE WITHIN PUBLIC RIGHT-OF-WAY 9229 W LOOMIS ROAD, FRANKLIN, WI 53132 Phone (414) 425-7510 Fax (414) 425-3106 Application Forms and Handouts can be found at www.franklinwi.gov <i>Applicant to complete this page only</i>		For Office Use Only: Permit No. Date of Issue: Date of Expiration:
Facility Owner / Utility Company		Contact Name / Title
Mailing Address	City	Zip
Office Phone		24/7 Cell Phone
Email Address		Fax
Type of Work (Gas, Electric, Cable TV, Fiber Optic, Pavement, Etc)		Contact Name / Title
Applicant / Contractor (if different than above)		Office Phone / Fax
Mailing Address	City	Zip
Email Address		24/7 Cell Phone
Location of Work (Road, Nearest Address(es), Intersections, Etc)		
Description of Infrastructure (Pipe, Manholes, Poles, Pedestals, Main, Services, Etc)		
Method of Installation (Tunnel, Overhead Cable, Place Anchor, Plow, Trench, Directional Bore, Open Cut Pavement, Etc)		
Plans Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No Number of Pages / Sheets _____	Proof of Insurance Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>The applicant must be covered by public liability insurance that protects the City from all claims not less than \$1,000,000 personal injury for one person, \$2,000,000 personal injury for one accident, and \$500,000 for property. The evidence of insurance shall also provide that the City be notified at least 10 days prior to cancellation or expiration of the insurance</i>	
Erosion / Sediment Control Details Included? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Unless otherwise specifically approved by City in writing, Applicant understands that all work to be in fully compliance with City, State, and Federal erosion and sediment control requirements</i>	List of Affected Parties Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>All public and private individuals, firms and corporations affected by the work shall be notified by Permittee at least 24 hours before such work is to start</i>	
Traffic Control Details Included? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Unless otherwise specifically approved by City in writing, Applicant understands that all worksite traffic control to be in fully compliance with Manual of Uniform Traffic Control Devices (MUTCD)- latest edition</i>	Surety Provided? <input type="checkbox"/> Cash/Check <input type="checkbox"/> Letter of Credit <input type="checkbox"/> Bond <input type="checkbox"/> Waived	
Cost Estimate Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Cost Estimate should be broken down as much as possible for items within the right of way.</i>	Estimated Starting Date mm/dd/yyyy ____/____/20____	
Estimated Ending Date mm/dd/yyyy ____/____/20____ <i>All work shall be completed without unnecessary delay</i>	The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, any special provisions attached hereto, and any and all plans, details notes or stipulations attached hereto and made a part thereof	
Printed Name	Company / Title	
Signature Name	Date	

CALCULATION OF PERMIT FEES		
Application Fee (\$50.00)		\$50.00
Length of Project / Utility Installed / Repaired	feet	
First Foot to 200 Feet (\$50.00)	\$50.00	
Additional exceeding 200 Feet (\$0.10 / foot)	\$	
Replaced Trees (\$400 / tree)	\$	
Other	\$	
Non-Refundable Permit Fee		\$
Estimated Cost of Project in ROW	\$	
10% of Project Cost	\$	
Other:	\$	
Refundable Permit Fee (\$1,000 minimum)		\$
Total Fee to Collect		\$

PERMIT APPROVAL BY PERMITTING AUTHORITY	
The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto	
By:	Title:
Signature	Date:

Surety Amount \$ _____
<input type="checkbox"/> Waived- Reason.
<input type="checkbox"/> Cash/Check- #/Institution
<input type="checkbox"/> Letter of Credit- Date / Institution
<input type="checkbox"/> Bond- #/Institution

STANDARD STIPULATIONS FOR ALL PROJECTS:

- 1) Permitting Authority is the City of Franklin Engineering Department (City) Pursuant to applicable Wisconsin Statutes, this permit is granted to the Applicant to allow performance of the specific work described herein as the Permittee. The following standard stipulations and any included special stipulations shall govern.
- 2) Accomplishment of the permitted work or any part thereof, by or on behalf of the Permittee shall bind such Permittee to abide by this permit and all its conditions and provisions.
- 3) This permit is based upon the proposed attached plan. Any changes must be approved by City prior to making any changes in the field.
- 4) The Permittee agrees to indemnify and hold harmless the City, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Permittee. This responsibility applies both when the site is attended and during off-hours, any holiday, and the hours of night when the site is unattended.
- 5) Call before you Dig. Permittee is responsible for notifying **Diggers Hotline 1-800-242-8511** and having all existing utilities within the right-of-way identified prior to construction. All utilities shall be located within three feet of the right-of-way limits unless specific dimensions are shown on the attached plans.
- 6) It shall be the responsibility of the Permittee to determine the location of, and protect or cause to be protected from any damage, any facilities existing in the area to be influenced by the permitted work. Any damage caused by the permitted utility to any other existing facilities shall be repaired and the entire cost shall be the obligation of the Permittee.

- 7) The permitted facilities shall, if necessary, be altered at the expense of the Permittee to permit alteration, improvement, or maintenance of the right-of-way as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Permittee unless a contract for such costs has been executed
- 8) Unless otherwise stipulated, **Permittee shall notify the City at (414) 425-7510 at least three (3) business days in advance of said operations.**
- 9) A copy of this approval, along with any plans and special provisions, shall be available on the job site
- 10) All work approved by this permit shall be completed in accordance with the City of Franklin Design Standards and Construction Specifications
- 11) No portion of the traveled roadway or sidewalk/pathway may be closed to traffic without specific prior permission from the City Engineer. Such permission, if granted, will be stipulated in the Special Stipulations section. When one-way traffic or a detour is used, the Permittee shall provide ALL NECESSARY SIGNS, FLAGMEN AND LIGHTS required according to the "Manual on Uniform Traffic Control Devices". **Failure to comply with traffic control measures shall be grounds for an immediate stop work order** until all traffic control measures are corrected. This includes, but is not limited to, work zone flagging, work zone signage, traffic cones, and barricades
- 12) Sites from November 21st to March 15th shall allow adequate clearances and accommodations for snow plow operations. DPW Superintendent (414) 425-2592 may be contacted for site specific adequacy.
- 13) Detours must be approved by City Engineer and/or Board of Public Works. When a detour is allowed, Permittee shall notify local newspapers, schools, fire/police dispatches in sufficient advance of the work being started
- 14) Access to all private drives and public street intersections shall be maintained. Notifications to affected residents and traveling public are the responsibility of the Permittee and documentation of notification shall be submitted to the City
- 15) All disturbed area shall be returned to their present condition or better, subject to the satisfaction of the City
- 16) No tree or shrub shall be cut, trimmed or damaged to facilitate the installation or maintenance of the permitted facility except as authorized by the City. Any brush, trash or waste materials resulting from the permitted works shall be removed from the Right-of-Way. City may charge \$400/tree to replace any removed trees
- 17) Upon completion of the work, the Permittee shall file a written notice to the City of Franklin Engineering Department along with a record drawing of the completed work. Final approval and release shall not be granted until the City of Franklin grants approval
- 18) The Permittee shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The Permittee shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the permitted works until the replacement vegetation achieves sustained growth. **Failure to comply with adequate erosion and sediment control measures shall be grounds for an immediate stop work order** until all erosion and sediment control measures are corrected. This includes, but is not limited to, street sweeping, inlet protection, ditch checks, and silt fences
- 19) The permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement
- 20) Unless specifically authorized, no storage of equipment/vehicles or any material is allowed in the right-of-way after working hours
- 21) Failure to satisfactorily complete restorations within one (1) year to date of permit will be cause for forfeit of Refundable Permit Fees. If the Permittee fails to make proper restoration within the time specified, the work may be done by City, or authorized representatives, and the permittee will forfeit the deposit. Continued failure to properly restore all pavement, side roads, private entrances, sidewalks, ditches, drainage structures, turf areas, and appurtenances within the right-of-way will be cause for denial of additional permits. The restoration deposit will be refunded to the permittee after the City is satisfied that all restoration has been completed and no further trench settlement will occur
- 22) This permit is concerning work on City owned right-of-way or property only. Permittee shall seek approval from others, as applicable, if project involves Wisconsin Department of Transportation public right-of-way, Milwaukee County public right-of-way, and/or other private individual property owner(s)
- 23) **The City Engineer reserves the right to revoke this permit at any time if in its judgment, it is in the best interest of the City of Franklin to do so.** The Permittee is still under obligation to make complete restorations or forfeit the Refundable Permit Fees

CONTRACTOR SHALL MAINTAIN A COPY OF THIS PERMIT ON SITE AT ALL TIMES.

- 24) **Municipal citations may be issued for failure to comply with the terms of this permit per Franklin Municipal Code §222-4.**
- 25) Unless otherwise noted, this permit will expire one year after the issue date

SPECIAL STIPULATIONS TO THIS PROJECT:

(Template language for Excavations, as applicable)

- 26) Unless otherwise authorized, open cut pavement shall not exceed 3 calendar days without being properly restored
- 27) No open cut pavement or steel plating in roadway is permitted from November 21st to March 15th
- 28) No undermining pavement is permitted
- 29) No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the Permitting Authority has granted permission for a detour.
- 30) Wherever the pavement is opened, the spoil shall be hauled away and the trench shall be slurry backfilled, the backfill material shall conform to the requirements of Section 10 11 3 of City of Franklin Design Standards and Construction Specifications
- 31) Any pavement, driveway or sidewalk removed shall be replaced as per the City of Franklin Design Standards and Construction Specifications
- 32) All pavement removal requires full-depth saw cutting
- 33) City shall approve the limits of pavement open cuts Removal of curb and gutter shall be to nearest joint
- 34) All replacement joints shall be parallel with existing joints Diagonal, angled or arced joints are not permitted
- 35) All pavement restoration patches shall be a minimum 2 feet square
- 36) No open cut pavement, potholes or daylighting in roadway is permitted, unless it is approved by the City prior to construction starting
- 37) All excavated areas under the pavement shall be compliance of section 10 14.1 in City of Franklin Design Standards and Construction Specifications Acceptable materials are a minimum of 1 bag of cement per cubic yard of slurry mix and WE Energies slurry aggregate mix No 2

(Template language for cable/conduit projects, as applicable)

- 38) Maintain a minimum of minimum of 24 inches of cover in non-ditch areas In open ditch areas, maintain minimum 18 inches of cover measured from the flow line of the ditch to the proposed bore/cable
- 39) Maintain a minimum of 24 inches of vertical clearance when crossing existing water mains, water services, sanitary sewer mains and sanitary sewer laterals
- 40) Maintain a minimum of 18 inches of vertical clearance when crossing storm sewers
- 41) Maintain a minimum of 4 feet horizontal clearance from outside wall to outside wall between the proposed bore/cable and the existing water mains and hydrants, sewer and storm pipes/structures
- 42) Handholes shall be installed flush with ground level
- 43) Handholes installed in the Industrial Park shall be green lid
- 44) Handholes shall not be installed in driveways or in the road way Handholes must be a minimum of 10 feet from of the edge of driveway, minimum 2 feet from edge of sidewalk/pathways, minimum 8 feet from back of curbing, and approximately 2 feet from street light pole
- 45) No above ground pedestal installation is permitted

46) No transformer/pedestal may be installed in sanitary, storm drainage, and water utility easements

(Template language for Sewer/Water Utility work, as applicable)

47) Connection to existing sanitary sewer and water utilities must be inspected approved by City of Franklin Utility Representative, Contact Utility Department at (414) 421-2613, a minimum of two business days prior to construction work to coordinate connection inspection

(Template language for Telecommunications work, as applicable)

48) This application approval and permit issuance is specifically subject to and conditioned upon the approval by the City of Franklin of a Special Use Application submitted by Permittee for the subject facilities installation, pursuant to in part, §15-3.0805 WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAS, subs. G Special Uses, and §15-3.0701 GENERAL STANDARDS FOR SPECIAL USES, of the City of Franklin Unified Development Ordinance, excepting those terms and provisions thereof which have been preempted by Wis Stat § 66 0404 Mobile tower siting regulations Any failure to obtain approval or upon any denial of the Special Use Application shall render the approval granted hereunder and the permit issuance null and void *Note well- Meaning following words are of great importance City of Franklin Engineering staff and Department of City Development staff have been informed that questions have arisen, not only state-wide, but also nation-wide, in part as to what specific service the Permittee is actually and factually providing, and perhaps whether the Permittee is a utility and/or an alternative telecommunications utility, and as such, whether federal and state laws relating to local right-of-way regulation of telecommunications service providers and municipal regulation of telecommunications service providers apply

END OF PERMIT STIPULATIONS

Permit Closeout	
Upon Completion of this work, call City Engineering (414) 425-7510 for final inspection before any Refundable Permit Fees are issued	
Comments on Closeout	
<input type="checkbox"/> Work appears to have been completed satisfactorily and all surety may be released <input type="checkbox"/> Work was not completed satisfactorily and all/some of surety is kept Describe.	
Final Inspection By	Title
Signature	Date

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/15/2022
Reports & Recommendations	REQUEST FOR APPROVAL OF REVISED RATES OF SERVICE FOR PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR THE YEARS 2022 AND 2023	ITEM NO. G.18.

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control. This construction inspection is used for private development and the developers pay for this inspection.

ANALYSIS

Three firms are providing outstanding service and are used in an ongoing rotation. Those firms are:

- GRAEF-USA
- raSmith, Inc
- Ruekert & Mielke, Inc

The term of consultant employment is two years.

The consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. As shown on the attached document, the increase is approximately 6% from the previous term. All three firms have confirmed that the blended rates are acceptable.

Each firm's Staff have proved to adequately perform and are again seeking assurance of inspection work to maintain staffing levels. Given these firms have enough qualified personnel including much needed supervision for coordination, it is the recommendation of Staff to increase rates for 2022 and 2023 to the proposed rates.

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

OPTIONS

- A. Extend agreements with revised rates for 2022 and 2023
- B. Provide further direction to staff.

FISCAL IMPACT

Rates of compensation for inspection services will be common for all firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Motion for approval of revised rates of service for street and utility construction inspection for years 2022 and 2023.

Engineering Department: TAB

PROPOSED INSPECTION CHARGE OUT RATES FOR 2022 AND 2023
AND COMMON TERMS OF AGREEMENT
CITY OF FRANKLIN
February 15, 2022

Three firms (GRAEF, raSmith, and Ruckert-Mielke) have submitted charge-out rates for 2022 and 2023. The rates have been blended to establish one set of rates for each firm, which amounts to an average increase of approximately 6% from the 2020-2021 term.

	2020-2021	2022-2023
	Current hourly rate	Proposed hourly rate
Construction Supervisor	\$140.00	\$147.00
Tech III	\$101.00	\$109.00
Tech II	\$89.00	\$95.00
Tech I	\$72.00	\$77.00
Survey Crew (two-person)	\$196.00	\$210.00
Survey Crew (one-person)	\$142.00	\$148.00
CADD Tech IV	\$107.00	\$114.00

- Mileage will be based on City rate.
- Tech IIIs are the senior and most experienced techs, with more than 10 years progressive experience. Tech IIs are experienced with more than five years progressive experience. Tech Is should be committed full-time employees gaining experience.
- Subdivision development must be inspected primarily by either a Tech III or Tech II. A Tech I can be used only as a “second” or associate on site with a Tech III present.
- As-built, punch list crew members will be billed out as individual involved i.e., one Tech III, one Tech I, etc.
- Each firm must provide a certificate of insurance.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 15, 2022
Reports & Recommendations	RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PROVIDE CONSTRUCTION OBSERVATION SERVICES OF INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$64,740	ITEM NO. G.19.

BACKGROUND

On August 4, 2020, Common Council awarded the design of a replacement for the Industrial Park lift station (10100 S. 60th Street) to GRAEF-USA, Inc. for \$202,100. Subsequent amendments to their contract include creation of a certified survey map (\$6,000) and additional architectural efforts for a redesign for the approval of the Plan Commission (\$19,962).

The project has now been successfully bid and JH Hassinger, Inc. was awarded the construction for \$2,376,500.00.

ANALYSIS

For this multi-million-dollar project, Staff is seeking assistance to provide construction observation services to assure compliance with the plans and speculations. Staff is recommending that the design engineer GRAEF be authorized to provide these services during construction. This will provide the best conduit to facilitate answers to questions that arise in the field.

Construction for this type project can move slow, and can move fast, depending on the activities being performed. Full time construction observation is not warranted, but most days will require some observation. The enclosed amendment assumes an average of 4 hours per day (20 hours per week) for a total of 30 weeks.

OPTIONS

- A. Authorize Staff to sign the GRAEF proposal for construction observation services
- B. Refer back to Staff with further direction.

FISCAL NOTE

\$3,000,000.00	Adopted Budget from the Sanitary Sewer Capital Outlay (61-01731-5827)
\$228,062.00	Existing GRAEF contract- includes previous amendments
<u>\$64,740.00</u>	New GRAEF amendment for inspection
\$292,802.00	New Total for GRAEF Contracts (61-01731-5826)
\$2,376,500.00	JH Hassinger Construction Contract- no change orders yet (61-01731-5827)
\$330,698.00	Amount left in Project Budget- no budget amendment needed at this time.

RECOMMENDATION

(Option A) Motion to approve Resolution 2022-_____ a resolution to amend contract with GRAEF-USA, Inc. to provide construction observation services for the Industrial Park Lift Station (10100 S. 60th Street) replacement for \$64,740.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PROVIDE CONSTRUCTION OBSERVATION SERVICES OF INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$64,740

WHEREAS, the City of Franklin desired to abandon the original Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, further investigation to construct a gravity sewer yielded a project much more expensive than anticipated; and

WHEREAS, the decision was altered to replace the existing Industrial Park Lift Station with another lift station of permanent construction in a cost effective scenario; and

WHEREAS, a design contract was awarded to GRAEF-USA, Inc for professional services related to this project; and

WHEREAS, additional services were needed to prepare modifications to the design to comply with issues raised in the Plan Commission approval process and create a certified survey map; and

WHEREAS, GRAEF has performed well on the project thus far and the City wishes for GRAEF to continue in the project and provide part time construction observation services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an amendment to a professional services contract for an amount of \$64,740.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

January 28, 2022

Glen Morrow
City of Franklin
9229 W. Loomis Road
Franklin WI 53132

SUBJECT: Industrial Park Lift Station (10100 S. 60th Street) Replacement
Proposal for Additional Services – Construction Observation

Dear Mr. Morrow:

We are pleased to provide you with this proposal to amend our professional services agreement. When accepted, this proposal will amend our Agreement dated July 24, 2020.

This proposal is for the City of Franklin Industrial Park Lift Station Replacement (Project). This proposal is subject to GRAEF's Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is to provide construction observation on a limited basis during the duration of construction of the proposed sanitary lift station

GRAEF proposes to provide the following additional Basic Services:

- Construction observation of project including daily observation report for maximum 4 hours per day, or 20 hours per week.

GRAEF will endeavor to perform the proposed additional Basic Services with an anticipated construction start date of March 7, 2022 through September 30, 2022, for a duration of 30 weeks.

You agree to compensate GRAEF for all additional Basic Services noted above at an hourly rate of \$105.00 per hour for a fee of \$63,000. Reimbursable expenses include mileage estimated at the Franklin maximum of 20 miles per day at the federal rate of \$0.58 per mile for a fee \$1,740. The estimated additional services maximum fee would be \$64,740.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis beyond that noted above. All Additional Services will be submitted for approval prior to start.



collaborate / formulate / innovate

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please contact us if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Ryan Cournoyer, PE
Senior Construction Manager
Mobile: (414) 406-6953

James A. Lisak, PE
Principal / Project Manager
Direct: (414) 266-9085

Accepted by:
City of Franklin

(Signature)

(Name Printed)

(Title)

(Date)

X \ML\2020\20200296\Project Management\

2020-04-07	2021-02-25	Report verified with family member or someone acting on behalf	BERRY	MERILEE	R
2016-11-08	2019-06-10	Death Certificate Observed	LAKIC	JOVAN	
2016-11-08	2020-12-05	Report verified with family member or someone acting on behalf	MARCICH	LUCILLE	R
2020-11-03	2020-12-17	Report verified with family member or someone acting on behalf	PIERCE	MARY	A
2019-04-02	2021-01-19	Death Certificate Observed	NUSBAUM	ROBERT	J
2016-11-08	2017-01-19	Report verified with family member or someone acting on behalf	BIRK	DENNY	JAMES

DECEASED – pull voter registration applications and possible indef confined absentee applications

2/10/2022

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 15, 2022
Reports & Recommendations	RESOLUTION TO ENTER LICENSE WITH WISCONSIN ELECTRIC POWER COMPANY TO USE THEIR PROPERTY FOR A LINEAR PARK FROM S. 116TH STREET / W. MAYERS DRIVE TO MUNICIPAL BOUNDARY WITH MUSKEGO	ITEM NO. G.20.

BACKGROUND

At the February 1, 2022, Common Council meeting (Item G.10) “Resolution to enter license with Wisconsin Electric Power Company to use their property for a linear park from S. 116th Street / W. Mayers Drive to municipal boundary with Muskego” was tabled to this meeting.

RECOMMENDATION

Adopt Resolution 2022-_____ a resolution to enter license with Wisconsin Electric Power Company to use their property for a linear park from S. 116th Street / W. Mayers Drive to the municipal boundary with Muskego.

Engineering Department: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 1, 2022
Reports & Recommendations	A RESOLUTION TO ENTER LICENSE WITH WISCONSIN ELECTRIC POWER COMPANY TO USE THEIR PROPERTY FOR A LINEAR PARK FROM S. 116TH STREET / W. MAYERS DRIVE TO MUNICIPAL BOUNDARY WITH MUSKEGO	ITEM NO. G.10.

BACKGROUND

Staff is working to develop the S. 116th Street Trail in the Wisconsin Electric Power Company (WE Energies) property. Specifically, the property is the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines. There was a rail segment between Hales Corners and Waukesha that passed through St. Martins Junction.

The City has a 1994 agreement to locate an asphalt hiking and biking trail on the WE Energies property north of St. Martins and they are agreeable to working out a similar arrangement for this proposed section along the west side of S. 116th Street.

ANALYSIS

This needs to be finalized not only for the construction of a trail, but to proceed with permitting though the Wisconsin Department of Natural Resources that requires control of the land before a permit application is accepted.

The attached License Agreement was prepared by WE Energies and stipulates responsibilities to the City.

OPTIONS

Approve or Deny

FISCAL NOTE

Construction of a trail has significant implications on budget. But this license, in and of itself, only has impact on maintenance efforts.

RECOMMENDATION

Adopt Resolution 2021-_____ a resolution to enter license with Wisconsin Electric Power Company to use their property for a linear park from S. 116th Street / W. Mayers Drive to the municipal boundary with Muskego.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION TO ENTER LICENSE WITH WISCONSIN ELECTRIC POWER COMPANY
TO USE THEIR PROPERTY FOR A LINEAR PARK
FROM S. 116TH STREET / W. MAYERS DRIVE
TO MUNICIPAL BOUNDARY WITH MUSKEGO

WHEREAS, the Wisconsin Electric Power Company (WE Energies) owns a rail segment property of the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines that connected Hales Corners and Waukesha by passing through the St. Martins Junction; and

WHEREAS, the City is planning a pathway between the intersection of S. 116th Street and W. Mayers Drive, passing southerly crossing W. Road, and continuing to the municipal boundary with Muskego; and

WHEREAS, WE Energies is acceptable to the City to occupy the linear section of land to construct and maintain a pathway for public recreation; and

WHEREAS, the City is agreeable to the terms and conditions set forth in a lease agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City enter into a License Agreement with Wisconsin Electric Power Company to use their property for a linear park from S. 116th Street / W. Mayers Drive to municipal boundary with Muskego.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____ GEM _____

LICENSE AGREEMENT

THIS LICENSE, Made and entered into this ____ day of _____, 2022, by and between **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies**, hereinafter referred to as "Licensor", and **City of Franklin, a municipal corporation**, hereinafter referred to as "Licensee"; (Individually sometimes referred to as "Party", collectively as "Parties").

WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop, at Licensee's sole cost and expense, and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), which Premises is located west side of South 116th Street starting in front of 8139 S. 116th Street heading south along S 116th Street then Southwesterrly and then running parallel with W Loomis Road ending at Waukesha County (county line), being a part of the Westerly ½ of Sections 18 and 19 and Northwest ¼ of Section 30, Township 5 North, Range 21 East, City of Franklin in Milwaukee County, Wisconsin., The general location of said Lands and Premises is shown highlighted on the maps marked Exhibit "A", attached hereto and made a part hereof.

The License and permission herein granted is subject to the following conditions:

1. **Term:** The term of this License Agreement (hereinafter "License") shall be for a period of five (5) years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
2. **Termination:** Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least 90 days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands.
3. **Non Use:** Licensee shall have one (1) full year, beginning at the Commencement Date of this License, to begin construction of the Trail and one (1) full year after the start of construction to complete construction, as permitted herein. If Licensee fails to begin construction of the Trail within one (1) year of the Commencement Date or complete construction of the Trail within one (1) year, this License shall terminate immediately without notice from Licensor
4. **Base Rent:** During the Initial Term and extensions thereto, no Base Rent shall be due.
5. **Assignment:** Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing.
6. **Acceptance of Premises:** Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil

or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.

7. **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a **gravel or asphalt** recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
8. **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
9. **Zoning and Permits:** Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.
10. **Governmental Jurisdiction:** Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of the City of Franklin, Milwaukee County, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licensor's business or occupation of the Lands and Premises.
11. **Construction and Other Liens:** Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person

dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this License. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same. Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor. Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee. If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing. However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights. Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period. Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.

- 12 **Diggers Hotline:** Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.
- 13 **Plan Review and Approval:** Licensee shall submit to Licensor and to ATC for its review and written approval, detailed site plans and construction drawings (hereinafter "Plans") showing the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section _____ hereinafter Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.

- 14 **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
- 15 **Runoff Control:** Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
- 16 **Drainage and Grade Changes:** Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they can not be removed, filled or otherwise blocked.
- 17 **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed, free of weeds and to trim and/or cut down any trees and shrubs to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
- 18 **Work Standards:** During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date.
- 19 **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees. In the event the Lands, Premises or adjoining lands or existing electrical and

communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.

- 20 **Movement of Licensor Facilities:** In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith
- 21 **Proximity to Gas Lines/Facilities:** During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation. In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
- 22 **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere.
- 23 **Hazardous Materials:** Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands .The use and/or storage of Hazardous Material by or for any assignee is prohibited. Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder,
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any oil, petroleum products, and their byproducts; and

- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section _____. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- bb. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;
- cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or
- dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License.

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

- 24 **Job Inspector Notification:** Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) At least seven (7) days prior to the commencement of the project herein permitted.

- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
- c) Within seven (7) calendar days after the restoration has been completed.
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

- 25 **Indemnification/Insurance:** Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.
- 26 **Safety and Protection:** The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities.
- 27 **Galvanic/Stray Current/Grounding:** Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.

- 28 **Removal of Improvements:** Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
- 29 **Restoration:** Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
- 30 **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
- 31 **Taxes:** During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent
- 32 **Breach of License:** In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel,

remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensor shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensor for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.

- 33 **Licensor Right to Enter:** The Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order verify Licensee's compliance with the Lease terms, iii) for access to Licensor's Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensor or ATC through Licensor may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

- 34 **Paramount Rights:** The rights of the Licensor and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.
- 35 **Fees and Charges:** As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld.
- 36 **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises.
- 37 **Police Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
- 38 **Notices:** All notices to Licensor shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53201, or at such other address or place as Licensor may from time to time

designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.

All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to City of Franklin, Engineering Department Attn. City Engineer 9229 W. Loomis Road, Franklin, Wisconsin 53132 or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

- 39 **Waiver of Terms and Conditions:** Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect
- 40 **Costs and Attorney Fees:** Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
- 41 **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee
- 42 **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands.
- 43 **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof.
- 44 **Captions:** The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License.
- 45 **Severability of Provisions:** If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
- 46 **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 47 **Acceptance:** Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions.

The covenants herein contained shall bind the Parties mutually and their respective successors and assigns

IN WITNESS WHEREOF, the said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be signed by Tonya M Peters, its Manager of Property Management on the _____ day of _____, 2022, and the said _____, has caused these presents to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

In Presence Of.

WISCONSIN ELECTRIC POWER COMPANY
(Licensor)

By _____
Tonya M. Peters, Manager of Property Management

CITY OF FRANKLIN
(Licensee)

By: _____
Stephen R Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

By: _____
Bryan Tomczak, Director of Finance and Treasurer

Approved as to form by: _____ Date: _____
Jesse A. Wesolowski, City Attorney

GRAEF

CITY OF FRANKLIN PLAN OF PROPOSED IMPROVEMENT

S. 116TH STREET TRAIL COUNTY LINE TO W. MAYERS DR

MILWAUKEE COUNTY

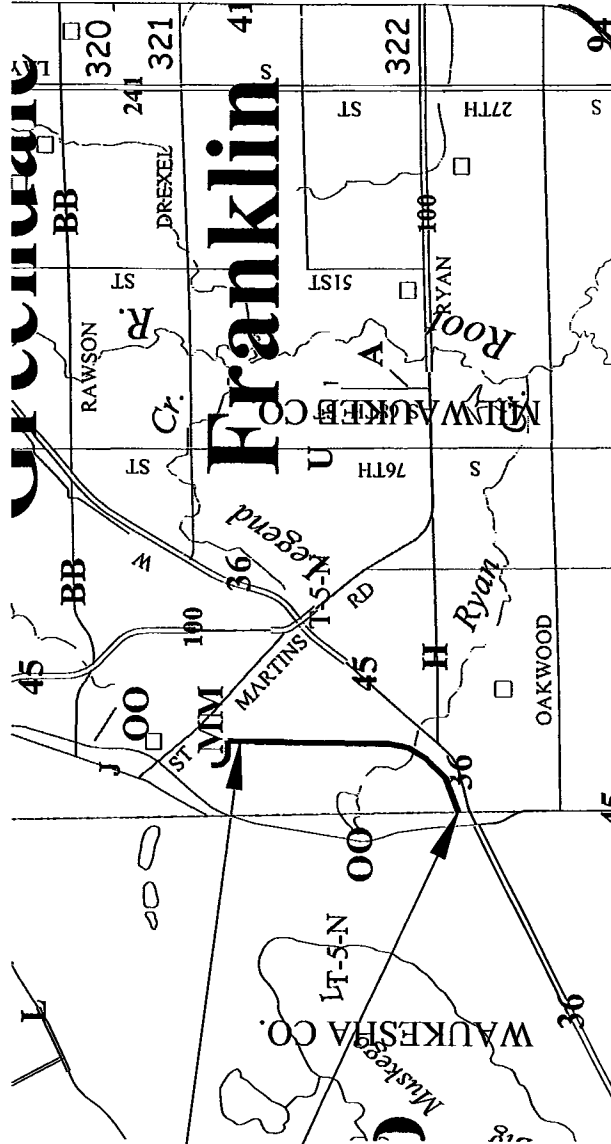
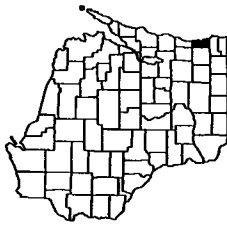
PROGRESS PLANS
NOT FOR CONSTRUCTION
January 26, 2022

GRAEF PROJECT NUMBER
2020-0291

ORDER OF SHEETS

- Section No. 1 Title
- Section No. 2 Typical Sections and Details
- Section No. 3 Estimate of Quantities
- Section No. 4 Miscellaneous Quantities
- Section No. 5 Right of Way Plat
- Section No. 6 Plan and Profile
- Section No. 7 Standard Detail Drawings
- Section No. 8 Sign Plans
- Section No. 9 Structure Plans
- Section No. 10 Computer Earthwork Data
- Section No. 11 Cross Sections

TOTAL SHEETS •



END S. 116TH STREET TRAIL PHASE 2
BEGIN S. 116TH STREET TRAIL PHASE 1
STA 179+25

END S. 116TH STREET TRAIL PHASE 2
STA 67+94.00
Y 738.105 ± 1.4
X 563038 ± 2.5

CONVENTIONAL SYMBOLS

- PLAN COMPONENT LIMITS
- PROPERTY LINE
- LIMITED HIGHWAY EASEMENT
- EXISTING RIGHT OF WAY
- PROPOSED OR NEW R/W LINE
- SLOPE INTERCEPT
- REFERENCE LINE
- EXISTING CULVERT
- PROPOSED CULVERT
- BASE OF PAVT
- COMBUSTIBLE FLUIDS
- MANHOLE
- WOODED OR SHRUB AREA

PROFILES

- GRADE LINE
- ORIGINAL GROUND
- MANHOLE OR ROCK PROFILE (TO BE USED IN PLAN)
- SPECIAL DITCH
- GRADE ELEVATION
- CULVERT (Profile View)
- UTILITIES
- ELECTRIC
- FIBER OPTIC
- GAS
- SANITARY SEWER
- STORM SEWER
- TELEPHONE
- WATER
- UTILITY FEDERAL
- POWER POLE
- TELEPHONE POLE

SCALE

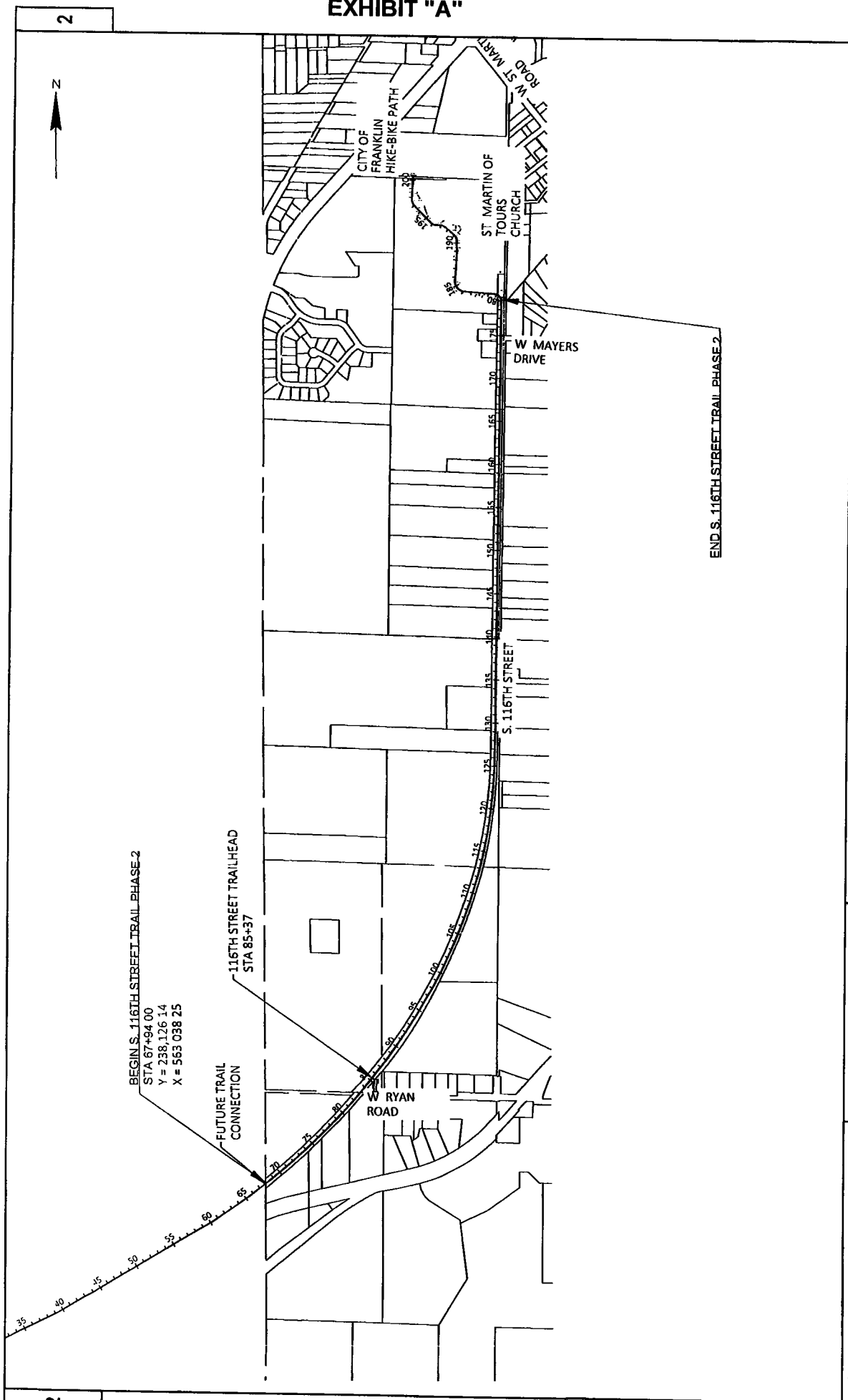
LAYOUT 1"=100'

TOTAL NET LENGTH OF CENTERLINE 2.5 MILES

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS), MILWAUKEE COUNTY NAD83 (2011), IN U.S. SURVEY FEET
ELEVATIONS ARE REFERENCED TO NAVD 83 (2011). GPS DERIVED ELEVATIONS ARE BASED ON GEOID '12A.

FILE NAME: Z:\MILWAUKEE\2020\2020-0291\US\5631\MILWAUKEE\10445\SET\89-PLAN\0291_DWG
 PLOT DATE: 1/26/2022 1:40 PM
 PLOT BY: SIMASSEL, JEFFERY
 PLOT NAME: E

EXHIBIT "A"



2



2

PROJECT NO 2020-0291	COUNTY MILWAUKEE	PROJECT OVERVIEW	SHEET
FILE NAME: K:\MILWAUKEE\2020\0291\DESIGN\TRANSPORTATION\SHEETS\PLAN\02020202_P02.DWG	PLT DATE: 1/26/2021 1:57 PM	PLT BY: STRUSSER, JEFFREY	PLT SCALE: 1"=40'
LAYOUT NAME: 020201_00	PLT NAME:	PLT NAME:	PLT NAME:
			WOODY/CROSS/SHEET 1-0

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/15/2022
Reports & Recommendations	REQUEST TO BID 2022 LOCAL STREET IMPROVEMENT PROGRAM	ITEM NO. G.21.

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The proposed 2022 Local Street Improvement Program (LSIP) was presented to the Board of Public Works (BOPW) in July 2021, and forwarded to the City Finance Director. The BOPW discussed the resulting proposed program on February 8, 2022, and recommended that the Common Council direct Staff to proceed to advertise and bid the 2022 LSIP.

ANALYSIS

After reviewing the pavement ratings and models, the Engineering Department requested that funding for the LSIP be set to \$2,500,000. The 2022 Adopted Budget allocated \$1,159,000 in available funds for the City’s Street Improvement Program, ADA Curb Ramps, and W. Mayers Drive improvements.

Depending on bids, portions of the following roads are included this year: W. Mayers Drive; W. Church Street; S. 68th Street; S. 49th Street; W. Franklin Drive; E/W Francis Court; S. 92nd Street; W. Forest Hill Avenue; S. 60th Street; S. County Line Road; S. 58th Street. The proposed program is attached, road segments are prioritized from top to bottom of each list. If bids do not allow all segments to be included, segments will be eliminated considering the available budget and priority.

The 2022 LSIP will be advertised and bid as two separate contracts. One contract (Resurfacing) will contain the segments receiving pulverize or mill and overlay treatments. The other contract (Preventative Maintenance) will contain the segments receiving seal coating treatments.

OPTIONS

- A. Direct Staff to proceed to advertise and bid both contracts of the 2022 Local Street Improvement Program. Note that the bids will return to Common Council for awarding contracts. Or
- B. Refer back to Staff with further direction.

FISCAL IMPACT

The approved 2022 Street Improvement Fund (Fund 47) appropriations are \$1,494,000. This includes \$1,000,000 for the 2022 Street Program (47.0331.5823), \$25,000 for the 2022 ADA Curb Ramps (47.0331.5823), and \$134,000 for W. Mayers Drive improvements (47.0331.5823)

2022 LSIP Funding (Fund 47):
2022 Street Program - \$1,000,000
2022 ADA Curb Ramps - \$25,000
W Mayers Drive - \$134,000
TOTAL - \$1,159,000

Contracts to go out for bid:
2022 LSIP Resurfacing – \$1,059,000 (\$900,000+
\$25,000+\$134,000)
2022 LSIP Preventative Maintenance - \$100,000
TOTAL - \$1,159,000

RECOMMENDATION

(Option A) Direct Staff to proceed to advertise and bid both contracts of the 2022 Local Street Improvement Program.

Engineering Department: TAB

MEMORANDUM: FROM ENGINEERING

DATE: 2/8/2022
TO: Board of Public Works
FROM: Assistant City Engineer Beinlich
SUBJECT: 2022 Local Street Improvement Program

The Engineering and Public Works Departments have finalized the 2022 Local Street Improvement Program (LSIP) for review. The 2022 Adopted Budget allotted for \$1,159,000 in available funds for the City's Street Program, ADA Curb Ramps, and W Mayers Drive improvements.

As discussed during the July and October 2021 BOPW meetings, the Public Works Department is increasingly asked to perform more work with less resources. After considering the options to increase funding for resources, the Common Council decided to remove some tasks and transition them to contractors in 2021. As a result, the City is spending significantly more money to fix less roadway and overall ratings continue to decline.

Staff requested that funding for the Program be set to \$2.5M, at minimum, to ensure that the City is able to keep up with the current backlog of road needs. Due to the insufficient funding, Staff explored preventative maintenance strategies to extend the useful life of City roads in a cost-effective manner. Staff worked with the two contractors who perform preventative maintenance treatments in this area to identify roads in the City that would be ideal candidates for these types of treatments.

The 2022 LSIP will be bid out in two separate contracts. One contract (2022 LSIP Resurfacing) will contain the segments receiving pulverize or mill and overlay treatments. The other contract (2022 LSIP Preventative Maintenance) will contain the segments receiving seal coating treatments. Bidding the program as two separate contracts will avoid the 5-10% mark-up that a paving contractor will include to sub-contract out the preventative maintenance work as paving contractors do not perform that work themselves.

2022 LSIP Funding:

2022 Street Program - \$1,000,000 (90% Resurfacing, 10% Preventative Maintenance)

2022 ADA Curb Ramps - \$25,000

W Mayers Drive - \$134,000

TOTAL - \$1,159,000

Contracts to go out for bid:

2022 LSIP Resurfacing – \$1,059,000 (\$900,000+ \$25,000+\$134,000)

2022 LSIP Preventative Maintenance - \$100,000

TOTAL - \$1,159,000

Table 1: 2022 Local Street Improvement Program

Street	To	From	Miles	2021 Rating	Work	Cost Estimate
W Mayers Drive	Full limits		0.37	2	Widen, pulverize, overlay	\$ 134,000.00
W Church St	W St Martins Rd	S Mission Dr	0.48	3/4	Pulverize, overlay, path	\$ 320,329.51
S 68 th St	W Puetz Rd	W River Terrace Dr	0.60	3	Pulverize, overlay	\$ 231,345.84
S 49 th St	W Marquette Ave	W Minnesota Ave	0.27	3	Pulverize, overlay	\$ 85,148.47
W Franklin Dr	S 54 th St	Ironwood Dr	0.33	4	Mill, overlay, ADA	\$ 123,359.99
W Franklin Dr	S 60 th St	S 54 th St	0.28	3	Mill, overlay	\$ 105,898.41
S 49 th St	W Minnesota Ave	W Rawson Ave	0.22	4	Pulverize, overlay	\$ 73,666.58
E/W Francis Ct	Termini	Termini	0.17	3	Pulverize, overlay, ADA	\$ 115,512.10
		Resurfacing Subtotal	2.71			\$ 1,189,260.89
S 92 nd St	W Oakwood Rd	W S County Line Rd	1.00	7	GSB-88 seal	\$ 23,151.60
W Forest Hill Ave	S 88 th St	S 76 th St	0.75	6/7	Scrub + fog seal	\$ 44,962.50
S 60 th St	Termini	W Drexel Ave	0.44	6/7	Scrub + fog seal	\$ 38,831.25
W Forest Hill Ave	WIS 36 (Loomis)	S 88 th St	0.39	6/7	Scrub + fog seal	\$ 32,700.00
W S County Line Rd	S 43 rd St	S 27 th St	1.00	8	GSB-88 seal	\$ 26,879.40
S 58 th St	W Cascade Dr	W Drexel Ave	0.38	7	GSB-88 seal	\$ 12,949.20
		Preventative Maintenance Subtotal	3.96			\$ 179,473.95
		Total	6.67			\$1,368,734.84

Note 1. Includes estimated DPW costs associated with each street

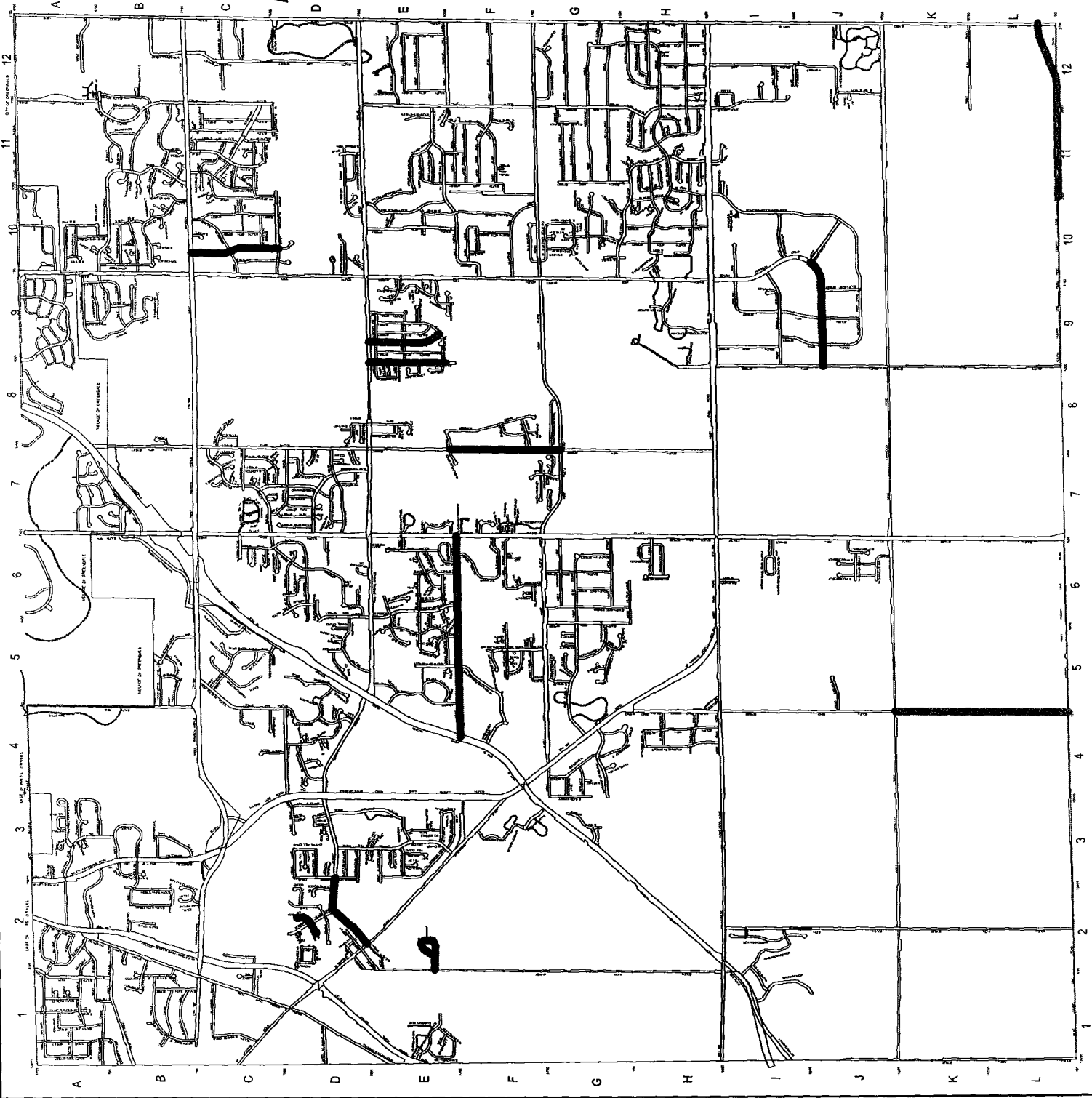
Note 2. It is anticipated that will be removed from the contracts to keep the total 2022 LSIP within the \$1,159,000 budget

The current cost estimate for 2022 LSIP is \$1,368,734.84 which is more than the \$1,159,000 budget. Our contract language for this program provides the City with the ability add or subtract street segments after bids have been received. This gives the City flexibility should bid prices come in significantly higher or lower than the cost estimate. Staff anticipates that segments from both resurfacing and preventative maintenance will be removed from the contract after bids are received.

CITY OF FRANKLIN 2022 Local Street Improvement Program



-  PULVERIZE / MILL & OVERLAY
-  SEAL



<p style="text-align: center;">APPROVAL <i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 15, 2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize Staff to Implement Change in Fee Disclosure for Principal Retirement Plan Statements</p>	<p style="text-align: center;">ITEM NUMBER G.22.</p>

Background

The current retirement plan fee disclosures, for the defined contribution and defined benefit retirement plans held at Principal, display both the investment management fees and the recordkeeping fees as part of the total investment expense. There is a proposal to change the fee disclosure to clearly differentiate the investment management fees from the recordkeeping fees on all future plan statements.

Analysis

The proposed change is being made to provide more transparency regarding the details of the costs charged on both plans. Even though the City oversees the defined benefit plan assets and the employees manage their own funds in the defined contribution plan, this change will benefit all parties and provide additional insights on the costs related to both plans.

Specifically, on the defined contribution plan, participants will be able to choose investments knowing exactly what the related investment management fees are for those specific investments; and, they will also be able to clearly identify the recordkeeping fees that apply to their overall investment portfolio. In regard to the defined benefit plan, the City will be able to do the same in regard to the overall plan assets.

Principal will identify these changes in a communication to employees so that employees are aware of the changes and understand the details.

This change was presented to the Finance Committee on February 7, 2022, where a motion was made to recommend that Common Council implement the fee disclosure changes for the Principal Retirement Plan Statements as presented.

Fiscal Note

There is no fiscal impact related to this change.

Recommendation

Staff recommends approval of the change in fee disclosure for both Principal retirement plans.

COUNCIL ACTION REQUESTED

Motion to authorize staff to implement the change in fee disclosure for the Principal Retirement Plan Statements.

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APPROVAL <i>Slew</i>	REQUEST FOR FINANCE COMMITTEE ACTION	MEETING DATE Feb. 15, 2022
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budget For the General Fund to Move \$7,925 of Unrestricted Contingency Appropriations to Special Audit Appropriations and Authorize Cost Overages for the 2020 Single Audit of Federal and WI Grant Dollars by Baker Tilly for \$7,925	ITEM NUMBER G.23.

Background

The City of Franklin annually accepts grants from Federal and Wisconsin sources. Typically, those grant applications are requested for approval by the Common Council. Once the City accepts more than \$750,000 of Federal/State grant funding, the Single Audit Act Amendments of 1996 require a review of the City's financial records and a report of those expenditures.

The Common Council approved funding for the audit, which needed to be done for the 2020 fiscal year due to the funding received for the COVID-19 Pandemic. The funding for these services was to come from the CARES Act funding. The audit was completed on October 8, 2021. However, there were findings of noncompliance in the audit. This created additional work related to the audit outside the scope of the original engagement. The cost overages total \$7,925 more than the \$11,000 that was accrued in 2020 for these services.

Analysis

In the audit engagement letter, Baker Tilly estimated the Single Audit would cost between \$8,500 and \$13,000, as long as there were no findings. The findings of noncompliance generated additional work resulting in additional fees of \$5,925 above the original estimate.

The overage of \$7,925 that was not accrued cannot be funded by the previous grant funds since those funds were expended in full in 2020. Therefore, these costs need to be covered by General Fund Contingency in 2021.

Fiscal Impact

This will move general fund appropriations of \$7,925 from the unrestricted contingency (01.0199.5499), leaving a balance of \$290,475, to the Special Audit Services (01-0152-5210.9999).

Recommendation

Staff recommends approval of the overages and utilization of the unrestricted contingency.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-____, An Ordinance to Amend Ordinance 2020-2453, An Ordinance Adopting the 2021 Annual Budget for the General Fund to Move \$7,925 of Unrestricted Contingency Appropriations to Special Audit Appropriations and authorize cost overages for the 2020 Single Audit of Federal and WI Grant Dollars by Baker Tilly for \$7,925.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$7,925 OF UNRESTRICTED CONTINGENCY APPROPRIATIONS TO SPECIAL AUDIT APPROPRIATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the City of Franklin on November 17, 2020; and

WHEREAS; the Common Council authorized the engagement of a 2020 Single Audit of Federal and WI Grant dollars on January 5, 2021; and

WHEREAS, the audit was required by the Single Audit Act Amendments of 1996; and

WHEREAS, the audit exceeded the accrued expenditure of \$11,000 by \$7,925 due to findings of noncompliance;

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2021 Budget for the General Fund be amended as follows:

<i>Appropriation</i>		
Special Audit Services-COVID 19	Increase	\$7,925
<i>Funding Source</i>		
Unrestricted Contingency	Decrease	\$7,925

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this ordinance on the City’s website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 15, 2022
REPORTS & RECOMMENDATIONS	November 2021 Monthly Financial Report	ITEM NUMBER G.24.

Background

The November 2021 Financial Report is attached

The Finance Committee reviewed this report at its February 7, 2022 meeting and recommends its acceptance

The Director of Finance & Treasurer will be available to answer any questions

COUNCIL ACTION REQUESTED

Receive and place on file

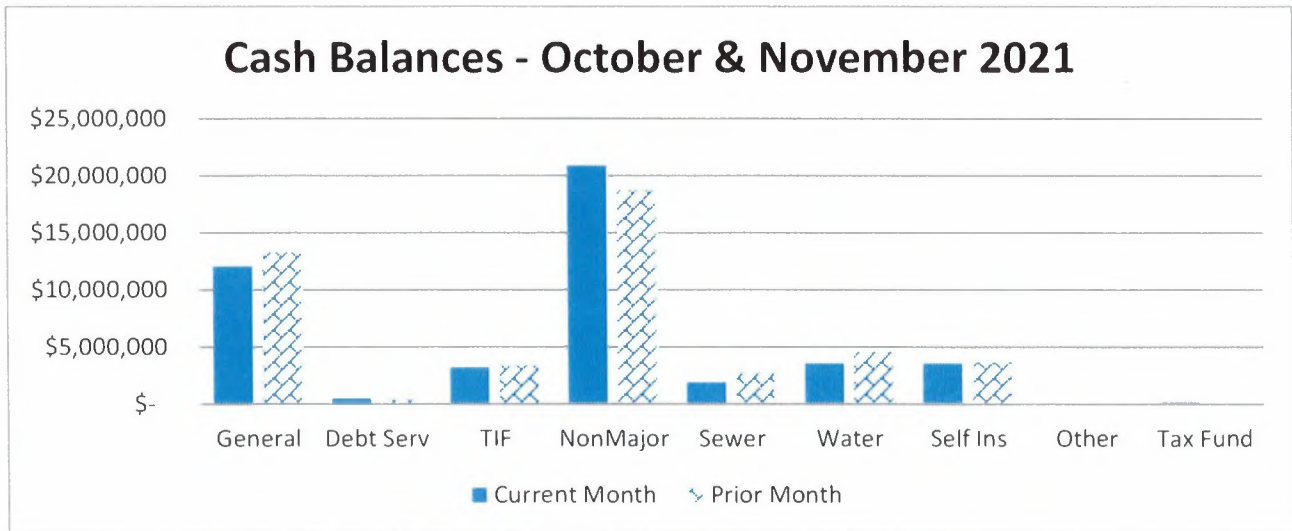


Date: January 25, 2022
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Bryan Tomczak, Director of Finance & Treasurer
 Subject: November 2021 Financial Report

The November 30, 2021 financial reports for the General Fund, Debt Service Fund, TID Funds, American Rescue Plan, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

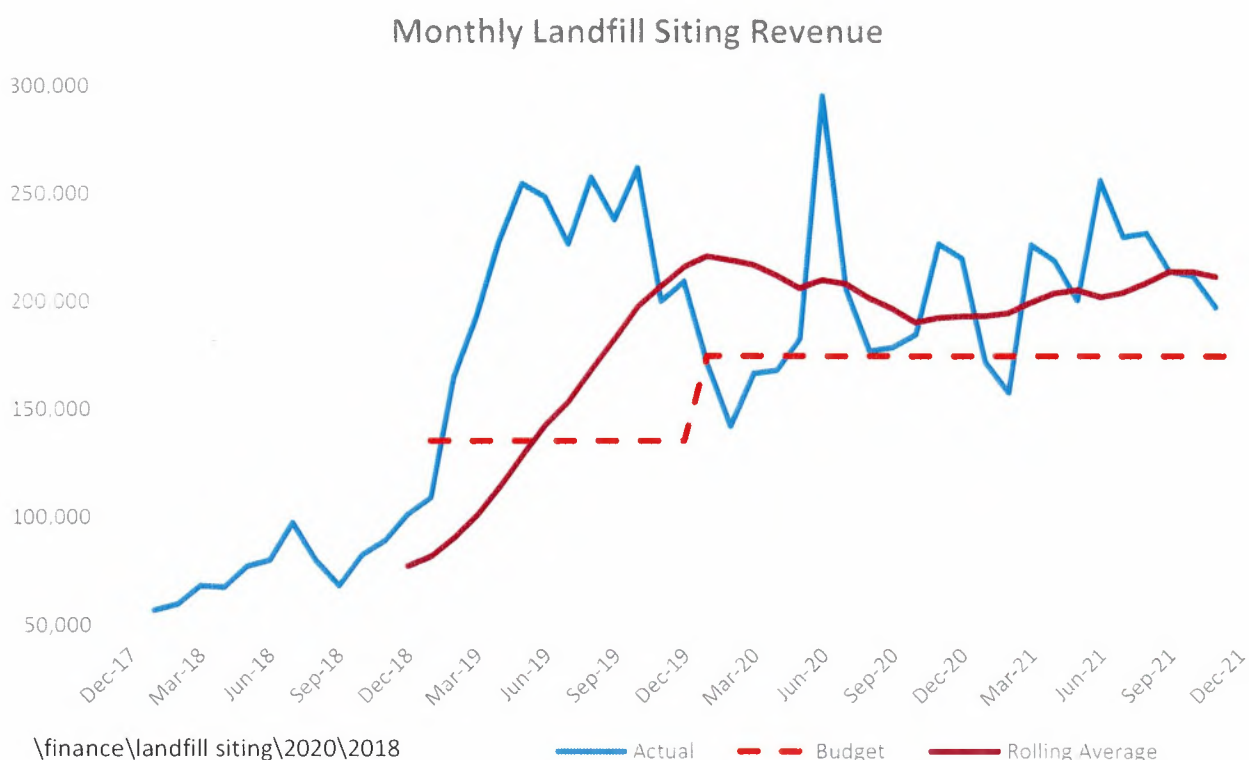
The budget allocation is completed using an average of the last five years actual spending against the Original Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$36.6 million increased \$820 thousand since last month. The biggest increase was in Non Major Governmental funds.



Investment balances have been reduced at Institutional Capital Management. As the returns on short term investments have declined, Certificates of Deposit have become more attractive. Our relationship with American Deposit Management has provided the tool to tap the bank CD market. However, in anticipation that the yield curve will steepen, CD's have been limited to 24 months or less.

Landfill Siting Resources – are spread across multiple capital funds and the General Fund. This resource is currently performing approximately 21% better than the \$2.1 million budget. Nov's receipt (collected in Dec) was \$197,500. The current annualized run rate is \$2.5 million. The accompanying chart illustrates the current trend. Most of this resource is credited to the Capital funds. Resources in excess of budget will be evenly credited to Equipment Replacement and Street Improvement Funds absent other direction.



GENERAL FUND revenues of \$27 million are \$235,000 over budget.

Ambulance resources are rather strong this year. Building permit resources are \$150,000 better than budget. Investment income was \$250,000 less than budget with continued very low rates of return.

Year to Date expenditures of \$24 million are \$734,000 under spent. Delays in hiring and legal costs are holding Gen Government under budget. Police vacancies early in the year now nearly filled, but the under spending will stay with us. Salt orders pushed Public Works over budget. A \$3 million surplus is \$970 thousand favorable to budget – some excess resources and some under spending.

DEBT SERVICE – Debt payments were made March 1 as required

TIF Districts – The TID's collected the \$3.7 million increment in January as expected. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – The 2021 increment was collected and State shared revenue received. The TID retired \$965,000 of debt along with \$1,050,000 Municipal Revenue Obligation. The TID has a \$814,000 fund balance. TID3 has \$1,375,000 of debt outstanding.

TID 4 – The \$1.1 million 2021 increment was collected as was \$86,000 in State Shared revenue. \$1.2 million of Advances were repaid. There are \$821,000 of contractor payments still due. The TID has a \$426,000 deficit related to the \$1.3 million remaining Advance outstanding. The TID does have \$821,000 of encumbrances that will likely get paid in 2021, raising the deficit back to the interfund advance.

TID 5 – The \$479,000 2021 increment was collected. \$650,000 of debt service was paid. The TID has an \$478,000 fund balance related to capitalized interest. There is \$27.5 million of outstanding debt related to this TID.

TID 6 – There is no 2021 increment. \$253,000 of debt service was made from capitalized interest. The TID has a \$19,000 fund balance. The TID has \$9.4 million in outstanding debt.

TID 7 – There is little activity in TID7 at this time. The \$1.2 million deficit represents the \$1.5 million advance to partially fund the developer mortgage. The TID has \$6.6 million in outstanding Debt and Advances.

TID 8 – There is no development activity in TID8 at this time.

AMERICAN RESCUE PLAN – a Federal grant related to the Pandemic. This is the first half of the grant which was received in June 2021. The second payment will occur in June 2022.

No spending has occurred as yet.

SOLID WASTE FUND – Tipping resources are running stronger than budget and prior years. 2020 missed the December tipping resource which ended up in January 2021. That is part of the reason for the overage. Other activity is occurring as budgeted.

CAPITAL OUTLAY FUND – Resources are as expected.

The Police have ordered several squads, and Highway has ordered much of the equipment budgeted for 2021.

EQUIPMENT REPLACEMENT FUND – Resources are as expected so far in 2021.

The Fire department has ordered the radios planned for 2021. The highway department has begun the snow plow orders.

November 2021
Financial report

STREET IMPROVEMENT FUND – Intergovernmental resources get released over four payments, the last in November

The 2021 street improvement program has been awarded for less than budget. The Highway Dept is charging various supply costs to this program as they related to streets involved in the program.

CAPITAL IMPROVEMENT FUND – MMSD has finally paid the 2019 Grant for the Rawson Homes project.

Expenditures relate to projects started in 2020, most significantly, Marquette Ave construction. Most of the spending relates to contract commitments, with cash disbursements yet to occur.

A project listing is also attached.

DEVELOPMENT FUND – The \$544,000 of resources relate to new housing starts in Aspen Woods and Ryan Wood Manor.

Transfers to Debt Service account for all the use of Law Enforcement resources. While the park expenditures relate to commitments to developers on new subdivisions as well as 2021 qualifying park expenditures.

UTILITY DEVELOPMENT FUND – There has been little activity in this fund in 2021.

SELF INSURANCE FUND – Resources are as expected.

The \$2.42 million of claims are close to budget, but 23% more than 2020. Stop Loss recoveries have reduced the net claims costs.

The fund generated a \$164,000 surplus this year compared to a \$787,000 surplus last year.

The fund has a healthy \$3.4 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$412,500 are 50% greater than 2020 thru November. Still the fund is generating an underwriting surplus, which is not typically expected given the demographics of the covered group.

Investment results have been stellar, with a \$1.1 million gain (net of \$68,000 of internal management fees), compared to a \$36,000 loss in 2020.

City of Franklin
Cash & Investments Summary
November 30, 2021

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ (425,887)	\$ 9,058,005	\$ 132,168	\$ 3,288,025	\$ 12,052,310	\$ 13,288,623
Debt Service Funds	23,562	479,036	-	-	502,598	421,663
TIF Districts	(88,998)	3,301,505	-	-	3,212,507	3,358,244
Nonmajor Governmental Funds	1,253,044	16,775,601	2,832,551	-	20,861,196	18,741,022
Total Governmental Funds	761,722	29,614,146	2,964,719	3,288,025	36,628,611	35,809,553
Sewer Fund	526,409	1,359,639	-	-	1,886,048	2,765,928
Water Utility	(18,696)	2,784,006	782,060	-	3,547,369	4,518,760
Self Insurance Fund	22,907	2,136,110	1,377,699	-	3,536,716	3,643,848
Other Designated Funds	12,523	-	-	-	12,523	15,440
Total Other Funds	543,142	6,279,755	2,159,759	-	8,982,656	10,943,976
Total Pooled Cash & Investments	1,304,864	35,893,901	5,124,478	3,288,025	45,611,267	46,753,529
Property Tax Fund	153,779	1,080	-	-	154,858	121,569
Total Trust Funds	153,779	1,080	-	-	154,858	121,569
Grand Total Cash & Investments	1,458,643	35,894,980	5,124,478	3,288,025	45,766,125	46,875,098
Average Floating Rate of Return		0.05%	2.03%	0.05%		
Avg Weighted Rate of Return - CD's		0.69%				
Maturities:						
Demand	1,458,643	24,699,228	24,370	3,288,025	29,470,265	27,070,088
Fixed Income & Equities						
2021 - Q4	-	-	-	-	-	3,501,250
2022 - Q1	-	2,752,876	2,055,250	-	4,808,127	4,811,323
2022 - Q2	-	1,672,876	-	-	1,672,876	1,672,876
2022 - Q3	-	2,945,000	-	-	2,945,000	2,945,000
2022 - Q4	-	-	2,535,668	-	2,535,668	2,539,626
2023	-	3,825,000	509,190	-	4,334,190	4,334,935
	1,458,643	35,894,980	5,124,478	3,288,025	45,766,125	46,875,098

City of Franklin
2021 Financial Report
General Fund Summary
For the Eleven months ended November 30, 2021

Revenue	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19 196 900	\$ 19 196 900	\$ 19 195 900	\$ 19 187 925	\$ (7 975)
Other Taxes	614 900	614 900	520 232	522 249	2 017
Intergovernmental Revenue	1 785 400	1 785 400	1 761 426	1 708 656	(52 770)
Licenses & Permits	1 111 150	1 111 150	1 014 795	1 164 484	149 689
Law and Ordinance Violations	490 000	490 000	458 799	386 253	(72 546)
Public Charges for Services	2 424 650	2 424 650	2 206 611	2 643 082	436 471
Intergovernmental Charges	203 200	203 200	166 065	169 153	3 088
Investment Income	359 718	359 718	337 617	87 884	(249 733)
Sales of Capital Assets	10 250	10 250	10 000	782	(9 218)
Miscellaneous Revenue	123 000	131 000	118 593	192 487	73 894
Transfer from Other Funds	1 050 000	1 050,000	1 015 923	978 036	(37 887)
Total Revenue	\$ 27,369 168	\$ 27 377 168	\$ 26 805 961	\$ 27 040 991	\$ 235 030
Expenditures	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3 160 403	\$ 3 184 744	\$ 2 902 945	\$ 2 690 139	E \$ 212 806
Public Safety	18 352 063	18 472 161	16 377 008	15 912 634	E 464 374
Public Works	4 288 736	4 586 454	3 854 223	3 828 455	E 25 768
Health and Human Services	713 239	713 239	627 189	619 663	7 526
Other Culture and Recreation	231 343	242 486	203 812	309 205	E (105 393)
Conservation and Development	599 884	625 257	542 790	486 299	E 56 491
Contingency and Unclassified	2 762 500	2 722 500	274 062	8 384	265 678
Transfers to Other Funds	11 000	361 000	9 226	361 000	(351 774)
Encumbrances				(158 189)	158 189
Total Expenditures	\$ 30 119 168	\$ 30 907 841	\$ 24 791 255	\$ 24 057 590	\$ 733 665
Excess of revenue over (under) expenditures	(2 750 000)	(3 530 673)	<u>\$ 2 014 706</u>	2 983 401	<u>\$ 968,695</u>
Fund balance beginning of year	<u>9,199 013</u>	<u>9 199 013</u>		<u>9 199,013</u>	
Fund balance end of period	<u>\$ 6 449 013</u>	<u>\$ 5 668 340</u>		<u>\$ 12 182 414</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
November 30, 2021 and 2020**

	2021 Special Assessment	2021 Debt Service	2021 Total	2020 Special Assessment	2020 Debt Service	2020 Total
Assets						
Cash and investments	\$ 181,811	\$ 320,787	\$ 502,598	\$ 187,860	\$ 275,665	\$ 463,525
Special assessment receivable	15,839	-	15,839	30,255	-	30,255
Total Assets	<u>\$ 197,650</u>	<u>\$ 320,787</u>	<u>\$ 518,437</u>	<u>\$ 218,115</u>	<u>\$ 275,665</u>	<u>\$ 493,780</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 15,838	\$ -	\$ 15,838	\$ 30,255	\$ -	\$ 30,255
Unassigned fund balance	181,812	320,787	502,599	187,860	275,665	463,525
Total Liabilities and Fund Balance	<u>\$ 197,650</u>	<u>\$ 320,787</u>	<u>\$ 518,437</u>	<u>\$ 218,115</u>	<u>\$ 275,665</u>	<u>\$ 493,780</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	2021 Special Assessment	2021 Debt Service	2021 Year-to-Date Actual	2021 Original Budget	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Landfill siting revenue	-	-	-	-	-	-	-
Special Assessments	2,855	-	2,855	21,000	6,292	-	6,292
Investment Income	1,029	430	1,459	15,000	13,938	4,002	17,940
Bond & Note Premium	-	80,883	80,883	-	-	-	-
Total Revenue	<u>3,884</u>	<u>1,181,313</u>	<u>1,185,197</u>	<u>1,136,000</u>	<u>20,230</u>	<u>1,104,002</u>	<u>1,124,232</u>
Expenditures:							
Debt Service							
Principal	-	1,480,000	1,480,000	1,480,000	-	1,425,000	1,425,000
Interest	-	135,763	135,763	135,763	-	150,818	150,818
Bank Fees	-	1,200	1,200	1,600	-	1,400	1,400
Total expenditures	<u>-</u>	<u>1,616,963</u>	<u>1,616,963</u>	<u>1,617,363</u>	<u>-</u>	<u>1,577,218</u>	<u>1,577,218</u>
Transfers in	-	480,694	480,694	479,895	-	397,950	397,950
Transfers out	(23,200)	-	(23,200)	(25,886)	(600,000)	-	(600,000)
Net change in fund balances	<u>(19,316)</u>	<u>45,044</u>	<u>25,728</u>	<u>(27,354)</u>	<u>(579,770)</u>	<u>(75,266)</u>	<u>(655,036)</u>
Fund balance, beginning of year	<u>201,128</u>	<u>275,743</u>	<u>476,871</u>	<u>476,871</u>	<u>767,630</u>	<u>350,931</u>	<u>1,118,561</u>
Fund balance, end of period	<u>\$ 181,812</u>	<u>\$ 320,787</u>	<u>\$ 502,599</u>	<u>\$ 449,517</u>	<u>\$ 187,860</u>	<u>\$ 275,665</u>	<u>\$ 463,525</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
November 30, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Bailpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 1,705,289	\$ 854,555	\$ 477,918	\$ 15,885	\$ 291,591	\$ (132,731)	\$ 3,212,507
Accounts Receivables	-	-	-	-	4,500,000	-	4,500,000
Total Assets	\$ 1,705,289	\$ 854,555	\$ 477,918	\$ 15,885	\$ 4,791,591	\$ (132,731)	\$ 7,712,507
Liabilities and Fund Balance							
Accounts Payable	\$ -	\$ 6,484	\$ -	\$ 1,701	\$ 186	\$ 3,257	\$ 11,628
Accrued Liabilities	865,126	-	-	-	-	-	865,126
Advances from Other Funds	-	1,300,000	-	-	1,500,000	100,000	2,900,000
Deferred Inflow	-	-	-	-	4,500,000	-	4,500,000
Total Liabilities	865,126	1,306,484	-	1,701	6,000,186	103,257	8,276,754
Ending Fund Balance	840,163	(451,929)	477,918	14,184	(1,208,595)	(235,988)	(564,247)
Total Liabilities and Fund Balance	1,705,289	854,555	477,918	15,885	4,791,591	(132,731)	7,712,507
GO Debt Outstanding	\$ 1,375,000	\$ 1,300,000	\$ 27,495,000	\$ 9,410,000	\$ 5,090,000	\$ -	\$ 43,370,000
Internal Advances Outstanding	-	-	-	-	\$ 1,500,000	100,000	\$ 2,900,000
MRO Outstanding	-	-	\$ 3,500,000	-	\$ 14,957,000	-	\$ 18,457,000

*** Additional MRO's committed to, but not issued

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Bailpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 2,067,579	\$ 1,160,642	\$ 478,853	\$ -	\$ 11,911	\$ -	\$ 3,718,985
Payment in Lieu of Tax	-	58,830	90,585	-	-	-	149,415
State Exempt Aid	537,629	86,049	25,643	-	-	-	649,321
Investment Income	2,987	1,581	155	528	271,209	-	276,460
Miscellaneous revenue	88,898	-	79,585	89	-	-	168,572
Total revenue	2,697,093	1,307,102	674,821	617	283,120	-	4,962,753
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,000
Debt Service Interest & Fees	55,795	23,750	649,953	253,815	154,122	936	1,138,371
Administrative Expenses	4,510	4,510	11,880	38,005	5,610	42,625	107,140
Refunded Property Taxes	76,755	-	-	-	-	-	76,755
Professional Services	4,081	198,168	19,106	16,523	13,070	50,844	301,792
Capital outlay	-	285,134	-	264,204	-	107,431	656,769
Development Incentive & Obligation Payments	1,050,225	(272,955)	(16,279)	-	(1,600)	(29,059)	1,050,225
Encumbrances	-	238,607	664,660	572,547	171,202	172,777	3,976,159
Total expenditures	2,156,366	1,068,495	10,161	(571,930)	111,918	(172,777)	986,594
Excess of revenue over expenditures	540,727	(1,520,424)	467,757	586,114	(1,320,513)	(63,211)	(1,550,841)
Fund balance, beginning of year	299,436	(451,929)	477,918	14,184	(1,208,595)	(235,988)	(564,247)
Fund balance, end of period	\$ 840,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1 705 289	\$ 1 164 869
Total Assets	<u>\$ 1 705 289</u>	<u>\$ 1 164 869</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 865 126	\$ 865 126
Total Liabilities	<u>865 126</u>	<u>865 126</u>
Assigned fund balance	840 163	299 743
Total Liabilities and Fund Balance	<u>\$ 1 705 289</u>	<u>\$ 1 164 869</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General property tax levy	\$ 2 107 000	\$ 2 107 000	\$ 2 107 000	\$ 2 067 579	\$ 1 401 748
Payment in Lieu of Taxes	62 000	62 000	56 833		-
State exempt aid	537 440	537 440	532 320	537 629	510 053
Bond proceeds				2 987	8 692
Total revenue	<u>2 706 440</u>	<u>2 706 440</u>	<u>2 696 153</u>	<u>2 697 093</u>	<u>1 920 493</u>
Expenditures					
Debt service principal	965 000	965 000	965 000	965 000	665 000
Debt service interest & fees	55 795	55 795	55 795	55 795	80 265
Administrative expenses	4 920	4 920	4 510	4 510	6 490
Refunded Property Taxes	-	77 000	-	76 755	-
Professional services	150	150	138	4 081	900
Development incentive & obligation payments	1 050 225	1 050 225	1 050 225	1 050 225	760 005
Total expenditures	<u>2 076 090</u>	<u>2 153 090</u>	<u>2 075 668</u>	<u>2 156 366</u>	<u>1 512 660</u>
Revenue over (under) expenditures	630 350	553 350	620 485	540 727	407 833
Fund balance beginning of year	<u>304 981</u>	<u>304 981</u>	<u>299 436</u>	<u>299 436</u>	<u>(108 090)</u>
Fund balance end of period	<u>\$ 935 331</u>	<u>\$ 858 331</u>	<u>\$ 919 921</u>	<u>\$ 840 163</u>	<u>\$ 299 743</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 854 555	\$ 1 097 415
Total Assets	<u>\$ 854 555</u>	<u>\$ 1 097 415</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 6 484	\$ 60 000
Advances from Other Funds	1 300 000	2 500 000
Total Liabilities	<u>1 306 484</u>	<u>2 560 000</u>
Assigned fund balance	(451 929)	(1 462 585)
Total Liabilities and Fund Balance	<u>\$ 854 555</u>	<u>\$ 1 097 415</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1 183 000	\$ 1 183 000	\$ 1 183 000	\$ 1 160 642	\$ 1 138 802
Payment in Lieu of Tax	50 000	50 000	50 000	58 830	73 889
State Exempt Aid	86 060	86 060	80 272	86 049	53 731
Investment Income	-	-	-	1 581	72 831
Total Revenue	<u>1 319 060</u>	<u>1 319 060</u>	<u>1 313 272</u>	<u>1 307 102</u>	<u>1 339 253</u>
Expenditures					
Debt service interest & fees	36 875	36 875	33 802	23 750	-
Administrative expenses	4 920	4 920	4 510	4 510	27 610
Professional services	-	194 276	178 087	198 168	722 208
Capital outlays	-	281 557	258 093	285 134	7 271 095
Encumbrances	-	-	-	(272 955)	(1 151 135)
Total expenditures	<u>41 795</u>	<u>517 628</u>	<u>474 492</u>	<u>238 607</u>	<u>6 869 778</u>
Revenue over (under) expenditures	1 277 265	801 432	838 780	1 068 495	(5 530 525)
Fund balance beginning of year	<u>(3 178 830)</u>	<u>(1 520 424)</u>	<u>(1 520 424)</u>	<u>(1 520 424)</u>	<u>4 067 940</u>
Fund balance end of period	<u>\$ (1 901 565)</u>	<u>\$ (718 992)</u>	<u>\$ (681 644)</u>	<u>\$ (451 929)</u>	<u>\$ (1 462 585)</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 477 918	\$ 447 950
Total Assets	<u>\$ 477 918</u>	<u>\$ 447 950</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>
Assigned fund balance	477 918	447 950
Total Liabilities and Fund Balance	<u>\$ 477 918</u>	<u>\$ 447 950</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 501 000	\$ 501 000	\$ 501 000	\$ 478 853	\$ 721 361
Payment in Lieu of Tax	91 600	91 600	83 967	90 585	91 560
State Exempt Aid	25 640	25 640	23 503	25 643	12 883
Investment Income	-	-	-	155	29 091
Miscellaneous revenue	220 000	220 000	201 667	79 585	-
Total Revenue	<u>838 240</u>	<u>838 240</u>	<u>810 137</u>	<u>674 821</u>	<u>854 895</u>
Expenditures					
Debt service principal	-	-	-	-	4 000 000
Debt service interest & fees	822 646	822 646	822 623	649 953	842 374
Administrative expenses	12 920	12 920	11 446	11 880	6 490
Professional services	150	16 429	15 504	19 106	38 022
Encumbrances	-	-	-	(16 279)	(25 229)
Total expenditures	<u>835 716</u>	<u>851 995</u>	<u>849 573</u>	<u>664 660</u>	<u>4 861 657</u>
Revenue over (under) expenditures	2 524	(13 755)	(39 436)	10 161	(4 006 762)
Fund balance beginning of year	<u>541 758</u>	<u>467 757</u>	<u>467 757</u>	<u>467 757</u>	<u>4 454 712</u>
Fund balance end of period	<u>\$ 544 282</u>	<u>\$ 454 002</u>	<u>\$ 428 321</u>	<u>\$ 477 918</u>	<u>\$ 447 950</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 15 885	\$ 453,940
Total Assets	<u>\$ 15 885</u>	<u>\$ 453,940</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,701	\$ 2 275
Total Liabilities	<u>1,701</u>	<u>2,275</u>
Assigned fund balance	<u>14 184</u>	<u>451 665</u>
Total Liabilities and Fund Balance	<u>\$ 15,885</u>	<u>\$ 453,940</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
Investment Income	\$ -	\$ -	\$ 528	\$ 27 942
Bond Proceeds	3 000 000	3 000,000	-	-
Miscellaneous revenue	-	-	89	-
Total Revenue	<u>3,000 000</u>	<u>3 000 000</u>	<u>617</u>	<u>27 942</u>
Expenditures				
Debt service interest & fees	392,850	382 587	253 815	220 100
Administrative expenses	41 480	38 023	38,005	27 610
Professional services	150	150	16 523	183 976
Capital outlays	3 000 000	2,750,000	264,204	4,586,442
Total expenditures	<u>3 434 480</u>	<u>3,170,760</u>	<u>572,547</u>	<u>5,018,128</u>
Revenue over (under) expenditures	(434 480)	(170 760)	(571 930)	(4 990,186)
Fund balance, beginning of year	<u>212 851</u>	<u>586 114</u>	<u>586 114</u>	<u>5,441,851</u>
Fund balance, end of period	<u>\$ (221 629)</u>	<u>\$ 415,354</u>	<u>\$ 14 184</u>	<u>\$ 451,665</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 291 591	\$ 424 623
Accounts receivable	4 500 000	4 500 000
Total Assets	<u>\$ 4 791 591</u>	<u>\$ 4 924 623</u>
<u>Liabilities and Fund Balance</u>		
Advances from Other Funds	\$ 1 500 000	\$ 1 745 000
Deferred Inflow	4 500 000	4 500 000
Total Liabilities	<u>6 000 186</u>	<u>6 245 000</u>
Assigned fund balance	(1 208 595)	(1 320 377)
Total Liabilities and Fund Balance	<u>\$ 4 791 591</u>	<u>\$ 4 924 623</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 12 500	\$ 12 500	\$ 12 500	\$ 11 911	\$ -
Investment Income	270 000	270 000	247 500	271 209	129 569
Total Revenue	<u>282 500</u>	<u>282 500</u>	<u>260 000</u>	<u>283 120</u>	<u>129 569</u>
Expenditures					
Debt service interest & fees	153 271	153 271	140 498	154 122	116 072
Administrative expenses	6 120	6 120	5 610	5 610	6 490
Professional services	150	9 250	8 480	13 070	(2 171)
Capital outlays	-	-	-	-	166 663
Development incentive & obligation payments	-	-	-	-	4 500 000
Encumbrances	-	-	-	(1 600)	5 900
Total expenditures	<u>159 541</u>	<u>168 641</u>	<u>154 588</u>	<u>171 202</u>	<u>4 792 954</u>
Revenue over (under) expenditures	122 959	113 859	105 412	111 918	(4 663 385)
Fund balance beginning of year	<u>3 378 636</u>	<u>(1 320 513)</u>	<u>(1 320 513)</u>	<u>(1 320 513)</u>	<u>3 343 008</u>
Fund balance end of period	<u>\$ 3 501 595</u>	<u>\$ (1 206 654)</u>	<u>\$ (1 215 101)</u>	<u>\$ (1 208 595)</u>	<u>\$ (1 320 377)</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ (132 731)	\$ (23 612)
Total Assets	<u>\$ (132 731)</u>	<u>\$ (23 612)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 3 257	\$ 761
Advances from Other Funds	\$ 100 000	\$ -
Total Liabilities	<u>103 257</u>	<u>761</u>
Assigned fund balance	(235 988)	(24 373)
Total Liabilities and Fund Balance	<u>\$ (132 731)</u>	<u>\$ (23 612)</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Bond Proceeds	\$ 6 000 000	\$ 6 000 000	\$ 6 000 000	\$ -	\$ -
Total Revenue	<u>6 000 000</u>	<u>6 000 000</u>	<u>6 000 000</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest & fees	100 000	100 000	91 667	936	-
Administrative expenses	46 480	46 480	42 607	42 625	-
Professional services	623 150	652 402	598 034	50 844	24 373
Capital outlays	5 150 500	5 150 500	4 721 292	107 431	-
Development incentive & obligation payments	2 500 000	2 500 000	2 291 667	-	-
Encumbrances	-	-	-	(29 059)	-
Total expenditures	<u>8 420 130</u>	<u>8 449 382</u>	<u>7 745 267</u>	<u>172 777</u>	<u>24 373</u>
Revenue over (under) expenditures	(2 420 130)	(2 449 382)	(1 745 267)	(172 777)	(24 373)
Fund balance beginning of year	<u>(63 211)</u>	<u>(63 211)</u>	<u>(63 211)</u>	<u>(63 211)</u>	<u>-</u>
Fund balance end of period	<u>\$ (2 483 341)</u>	<u>\$ (2 512 593)</u>	<u>\$ (1 808 478)</u>	<u>\$ (235 988)</u>	<u>\$ (24 373)</u>

**City of Franklin
American Rescue Plan
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1 871 702	\$
Accounts receivable	3 745	
Prepaid Items	1 253	
Total Assets	<u>\$ 1 876,700</u>	<u>\$</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$
Assigned fund balance	1 876,700	
Total Liabilities and Fund Balance	<u>\$ 1 876,700</u>	<u>\$</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Dat Actual</u>
Revenue:					
Intergovernmental	\$ -	\$ -	\$ -	\$ 1 874 207	\$
Investment Income	-	-	-	3 745	
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>1 877,952</u>	
Expenditures:					
Investment Expenses	\$ -	\$ -	\$ -	\$ 1 252	\$ -
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>1 252</u>	
Revenue over (under) expenditures	-	-	<u>-</u>	1 876,700	
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	
Fund balance end of period	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 1 876,700</u>	<u>\$</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
November 30, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 748,020	\$ 964,554
Tax Receivables	847	-
Accrued Receivables	203	624
Total Assets	<u>\$ 749,070</u>	<u>\$ 965,178</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 145	\$ 180,271
Accrued salaries & wages	227	460
Restricted fund balance	748,698	784,447
Total Liabilities and Fund Balance	<u>\$ 749,070</u>	<u>\$ 965,178</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Original</u> <u>Budget</u>	<u>2021</u> <u>YTD</u> <u>Budget</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
Grants	\$ 69,000	69,000	\$ 69,357	\$ 68,834
User Fees	1,539,449	1,539,306	1,546,150	1,536,782
Landfill Operations-tippage	370,000	319,410	356,326	313,357
Investment Income	20,000	19,110	1,800	16,168
Sale of Recyclables	-	-	2,789	2,003
Total Revenue	<u>1,998,449</u>	<u>1,946,826</u>	<u>1,976,422</u>	<u>1,937,144</u>
Expenditures:				
Personal Services	16,384	14,492	5,770	11,207
Refuse Collection	766,300	715,085	608,672	596,666
Recycling Collection	718,000	670,090	606,724	595,672
Leaf & Brush Pickups	60,000	56,000	45,755	40,000
Tippage Fees	483,300	417,276	370,540	363,597
Miscellaneous	5,000	4,716	2,670	680
Total expenditures	<u>2,048,984</u>	<u>1,877,659</u>	<u>1,640,131</u>	<u>1,607,822</u>
Revenue over (under) expenditures	(50,535)	<u>69,167</u>	336,291	329,322
Fund balance, beginning of year	<u>466,131</u>		<u>412,407</u>	<u>455,125</u>
Fund balance, end of period	<u>\$ 415,596</u>		<u>\$ 748,698</u>	<u>\$ 784,447</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,235,016	\$ 742,408
Accounts Receivables	-	5,100
Total Assets	<u>\$ 1,235,016</u>	<u>\$ 747,508</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 35,868	\$ 14,015
Assigned fund balance	1,199,148	733,493
Total Liabilities and Fund Balance	<u>\$ 1,235,016</u>	<u>\$ 747,508</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Property Taxes	\$ 296,000	\$ 296,000	\$ 296,000	\$ 296,000	\$ 295,700
Grants	15,000	15,000	13,750	14,763	18,573
DPW Charges	-	-	-	-	(2,700)
Landfill Siting	904,100	904,100	898,378	753,708	475,000
Investment Income	7,800	7,800	7,150	1,067	10,414
Miscellaneous Revenue	41,250	41,250	38,708	37,758	77,827
Transfers from Other Funds	-	18,000	-	-	-
Notes Proceeds	542,000	542,000	542,000	555,402	-
Total Revenue	<u>1,806,150</u>	<u>1,824,150</u>	<u>1,795,986</u>	<u>1,658,698</u>	<u>874,814</u>
Expenditures:					
General Government	55,200	100,194	58,180	54,950	182,822
Public Safety	619,535	703,105	699,354	530,367 E	504,860
Public Works	551,000	648,849	532,536	631,412 E	144,474
Health and Human Services	-	-	-	-	900
Culture and Recreation	364,000	429,000	379,184	250,850 E	10,617
Conservation and Development	180,000	187,190	165,000	187,190 E	1,467
Bond/Note Issuance Cost	-	-	-	13,402	-
Contingency	40,650	33,460	38,690	-	-
Encumbrances	-	-	-	(516,378)	(212,108)
Total expenditures	<u>1,810,385</u>	<u>2,101,798</u>	<u>1,872,944</u>	<u>1,151,793</u>	<u>633,032</u>
Revenue over (under) expenditures	(4,235)	(277,648)	<u>(76,958)</u>	506,905	241,782
Fund balance beginning of year	<u>311,711</u>	<u>692,243</u>		<u>692,243</u>	<u>491,711</u>
Fund balance end of period	<u>\$ 307,476</u>	<u>\$ 414,595</u>		<u>\$ 1,199,148</u>	<u>\$ 733,493</u>

A Portion of Municipal Building Police Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

E- Encumbrances

**City of Franklin
Equipment Replacement Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 2,185,691	\$ 2,427,167
Total Assets	<u>\$ 2,185,691</u>	<u>\$ 2,427,167</u>
<u>Liabilities and Fund Balance</u>		
Assigned fund balance	\$ 2,185,691	\$ 2,427,167
Total Liabilities and Fund Balance	<u>\$ 2,185,691</u>	<u>\$ 2,427,167</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 604,400	\$ 604,400	\$ 580,011	\$ 695,470	\$ 400,000
Investment Income	37,400	37,400	34,283	(295)	59,335
Grants	-	-	-	-	178,624
Property Sales	30,000	30,000	29,100	40,346	21,563
Total revenue	<u>671,800</u>	<u>671,800</u>	<u>643,394</u>	<u>735,521</u>	<u>659,522</u>
 Expenditures:					
Public Safety	361,500	391,668	366,680	355,305 E	287,296
Public Works	807,000	1,047,130	944,303	1,047,066 E	798,504
Encumbrances	-	-	-	(462,705)	(325,383)
Total expenditures	<u>1,168,500</u>	<u>1,438,798</u>	<u>1,310,983</u>	<u>939,666</u>	<u>760,417</u>
Revenue over (under) expenditures	<u>(496,700)</u>	<u>(766,998)</u>	<u>(667,589)</u>	<u>(204,145)</u>	<u>(100,895)</u>
Fund balance beginning of year	<u>2,130,162</u>	<u>2,389,836</u>		<u>2,389,836</u>	<u>2,528,062</u>
Fund balance end of period	<u>\$ 1,633,462</u>	<u>\$ 1,622,838</u>		<u>\$ 2,185,691</u>	<u>\$ 2,427,167</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 910,113	\$ 602,909
Total Assets	<u><u>\$ 910,113</u></u>	<u><u>\$ 602,909</u></u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	910,113	602,909
Total Liabilities and Fund Balance	<u><u>\$ 910,113</u></u>	<u><u>\$ 602,909</u></u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$175,000	\$175,000	\$249,810	350,015
Investment Income	7,500	7,500	866	7,861
Intergovernmental Resources	1,074,500	1,074,500	1,074,569	868,993
Total revenue	<u>1,257,000</u>	<u>1,257,000</u>	<u>1,325,245</u>	<u>1,226,869</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,000,000	1,000,000	961,225 E	1,255,589
Encumbrances	-	-	56,897	(125,422)
Total expenditures	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,018,122</u>	<u>1,130,167</u>
Revenue over (under) expenditures	257,000	257,000	307,123	96,702
Fund balance, beginning of year	506,207	602,990	602,990	506,207
Fund balance, end of period	<u><u>\$ 763,207</u></u>	<u><u>\$ 859,990</u></u>	<u><u>\$ 910,113</u></u>	<u><u>\$ 602,909</u></u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3 308 060	\$ 1 956,061
Accounts receivables	848	516,949
Total Assets	<u>\$ 3 308 908</u>	<u>\$ 2,473,010</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 24,211	\$ 185,894
Contracts Payable	42,324	80,500
Miscellaneous Payables	-	178,342
Deferred Inflow	-	508,000
Assigned fund balance	3,242,373	1,520,274
Total Liabilities and Fund Balance	<u>\$ 3,308,908</u>	<u>\$ 2,473,010</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ -	\$ -	\$ -	\$ 430 538	\$ 608 365
Other Grants-NEXT Gen 911 Grant	-	65 000	-	14 326	-
DPW Charges	-	-	-	-	2 041
Landfill Siting	51 500	51 500	31 347	34 310	429,275
Transfers from Other Funds	5 000 000	5 000 000	5 000 000	-	-
Transfers from General Funds	-	350,000	-	350,000	-
Transfers from Impact Fees	2 209 750	2 294 545	1 464,685	92 997	238,719
Transfers from Connection Fees	1 140,000	1 140 000	1 045 000	-	-
Transfers from Special Assessments	-	-	-	-	600,000
Bond Proceeds	1 458 000	1 458,000	1 336,500	1 494,052	-
Donations	86,000	86,000	86 000	220	-
Investment Income	5,000	5,000	4,583	2 912	15,264
Total revenue	<u>9,950,250</u>	<u>10,450,045</u>	<u>8,968,115</u>	<u>2,419 355</u>	<u>1,893,664</u>
Expenditures:					
General Government	350 000	712,408	362 408	(56 873) E	43,541
Public Safety	499 500	694,572	382 013	266,315 E	1,424,592
Public Works	252 000	1 203 774	1 059 074	1 090,753 E	436 033
Culture and Recreation	410 000	692,301	397 302	348,677 E	853,823
Sewer & Water	8,140 000	8,140,000	6 313,334	-	200,998
Contingency	150 000	84 065	148 841	- E	170
Bond/Note Issuance Cost	100,000	100,000	-	31,775	-
Encumbrances	-	-	-	(480,872)	(573,291)
Total expenditures	<u>9 901,500</u>	<u>11,627,120</u>	<u>8,662,972</u>	<u>1 199,775</u>	<u>2,385,866</u>
Revenue over (under) expenditures	<u>48 750</u>	<u>(1,177 075)</u>	<u>305,143</u>	<u>1 219 580</u>	<u>(492,202)</u>
Fund balance beginning of year	<u>396,395</u>	<u>2 022 793</u>		<u>2,022,793</u>	<u>2,012,476</u>
Fund balance end of period	<u>\$ 445 145</u>	<u>\$ 845,718</u>		<u>\$ 3 242,373</u>	<u>\$ 1,520,274</u>

City of Franklin
Capital Improvement Fund
Budget 2021

Project/Name	Activity	Amended			Actual Thru Nov 30, 2021			
		Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount
Landfill Siting Revenue								
Grants								\$ 34 538
Other								220
Investment Income		5 000			5 000			2,912
Total Revenue		5 000			56 500			467 980

GENERAL GOVERNMENT	Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
City Hall Roof HVAC	10 013			10 013	(59 268)			(59 268)
Historical Society Barn	2 395			2 395	2 395			2,395

PARK DEVELOPMENT	Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Pleasant View Park improvements	300 000	Park Impact Fees	141 000	159 000				
Pleasant View Park pavilion	19 287		205	19 082	20 840	Park Impact Fees	9 795	11 045
116th Street Trail design	100 762		60 000	40 762	85 454	Park Impact Fees	22 545	62,909
Park Signage	20,000			20 000				
Church Street pathway	5 000	Park Impact Fees	53,250	21 50				
Ernie Lake aeration system	15 000			15 000	13 470	Park Impact Fees		13,470
Pleasant View Park Improvement Planning	88 616	Park Impact Fees	40 090	48 526	88 615	Park Impact Fees	30 317	58 298
Ryan Creek Trail Master Plan	5 000			5 000	57 000	Park Impact Fees	30 340	26 660
Metro Park planning					17 777			17 777
Ryan Creek Ryan Meadows Segment	87,400			87 400	119 663			119 663
Water Tower Park improvements					17 000			1 000
Land Purchase ROW Water Tower Park	3 636			3 636	3,636			3,636

Public Safety	Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Replace roof @ Police Dept	127 500			127 500				
Video Surveillance Cameras replacement @ Police Bldg	24 000			24 000				
911 Phone system replacement	125 000		65 000	60 000	109 458		14 327	95 131
Indoor Shooting Range	39 054			39 054				
Other Police					56 598			56,598
In Squad Video Storage	58 000			58 000				
Fire Station Specific Alerting	7 313			37 313	38 089			38,089
Inspection Software	60 05			60 705	62 168			62 168

Public Works	Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Marquette Ave construction 49th to 51st Street	981 455	Grant	86 000	895 455	921 060	Grant		921 060
S 51st/Drexel Roundabout	9 003			9 003	6 940			6,940
S 68th St/Loomis to Puetz sight line mitigation	27 741			27 41				
Water Main on W Minnesota Ave	140 000	Utility Development	140 000			Utility Development		
Water Tower in Southwest Zone	4 000 000	Water Impact Fees	2 000 000	2 000 000		Water Impact Fees		
Highway Building addition design work	30 000	Water Fund	2 000,000	(2 000 000)	23 375	Water Fund		23 375
Replace Industrial Park temporary Lift Station	3 000 000	Transfer in from Sewer Fund	3 000 000			Transfer in from Sewer Fund		
Curb replacements	35 000			35 000				
Traffic Signals Emergency Veh Preemption	32,375			32 375	32,375			32,375
Rawson Homes Storm sewer					18,427			18,427
Land purchase ROW - 51st & Drexel	13 800			13 800	13 800			13,800
Muni Buildings Improvements	700,000		350 000	350 000		Transfer in from General Fund	350 000	(350,000)

Total Approved Projects	10,443 055		935 545	2 507 510	1,648 872		457 324	1 191 548
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PROJECTS PENDING APPROVAL

Water Projects	Utility	Total Budget	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Sewer Projects	Utility	500 000	Water	500 000			Water Sewer Connection Fees		
Contingency		84 065			84 065				

Encumbrances	Total Projects	Funding Source	Amount	Net City Funds	Total Actual	Funding Source	Amount	Net City Funds
Total Projects	11 527 120		8 935 545	2 591 575	1 648 872		457 324	710 676
Net Revenue (Expenditures)				(2 535 075)				(242 696)
Loan Proceeds				1 458 000				1,494 051
Transaction fees				(100 000)				(31 775)
Net Rev (Expenditures)				(1 177 075)				1 219 580
Beginning Fund balance				2 022 793				2 022 793
Ending Fund Balance				\$ 845 718				\$ 3 242,373

* When contract awarded a \$58 000 reduction in an construction engineering contract was anticipated

**City of Franklin
Development Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 6,514,514	\$ 5,093,069
Due From TID's	2,800,000	4,245,000
Total Assets	<u>\$ 9,314,514</u>	<u>\$ 9,338,069</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 337,643	\$ 475,463
Accounts Payables	8,345	-
Assigned fund balance	8,968,526	8,862,606
Total Liabilities and Fund Balance	<u>9,314,514</u>	<u>9,338,069</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:					
Impact Fee Parks	\$ 146,117	\$ 146,117	\$ 126,460	\$ 114,332	\$ 238,172
Southwest Sewer Service Area	112,000	112,000	101,634	83,865	105,112
Administration	7,535	7,535	6,568	3,847	5,888
Water	498,000	498,000	432,931	232,642	529,319
Transportation	158,825	158,825	137,784	50,266	61,779
Fire Protection	108,875	108,875	94,384	34,444	55,875
Law Enforcement	124,750	124,750	108,637	39,418	83,418
Library	24,750	24,750	21,557	20,060	56,998
Total Impact Fees	<u>1,180,852</u>	<u>1,180,852</u>	<u>1,029,955</u>	<u>578,874</u>	<u>1,136,561</u>
Investment Income	106,250	106,250	97,396	6,546	112,063
Interfund Interest Income	<u>79,250</u>	<u>79,250</u>	<u>72,646</u>	<u>50,817</u>	<u>24,824</u>
Total revenue	<u>1,366,352</u>	<u>1,366,352</u>	<u>1,199,997</u>	<u>636,237</u>	<u>1,273,448</u>
Expenditures:					
Other Professional Services	15,000	18,321	12,342	7,125 E	30,908
Transfer to Debt Service					
Law Enforcement	205,182	205,182	205,182	205,517	205,083
Fire	42,941	42,941	42,941	43,549	42,937
Transportation	71,886	71,886	71,886	74,390	73,519
Library	<u>134,000</u>	<u>134,000</u>	<u>134,000</u>	<u>134,039</u>	<u>93,982</u>
Total Transfers to Debt Service	<u>454,009</u>	<u>454,009</u>	<u>454,009</u>	<u>457,495</u>	<u>415,521</u>
Transfer to Capital Improvement Fund					
Park	1,259,250	1,344,045	831,361	185,997 E	314,148
Water	<u>2,000,000</u>	<u>2,000,000</u>	<u>1,833,333</u>	<u>-</u>	<u>-</u>
Total Transfers to Capital Improve	<u>3,259,250</u>	<u>3,344,045</u>	<u>2,664,694</u>	<u>185,997</u>	<u>314,148</u>
Capital Improvements					
Park	-	-	-	-	25,285
Sewer Fees	75,000	75,000	68,750	14,700	-
Water Fees	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>-</u>	<u>554,760</u>
Encumbrances	-	-	-	(105,891)	(96,320)
Total expenditures	<u>4,053,259</u>	<u>4,141,375</u>	<u>3,449,795</u>	<u>559,426</u>	<u>1,244,302</u>
Revenue over (under) expenditures	<u>(2,686,907)</u>	<u>(2,775,023)</u>	<u>(2,249,798)</u>	<u>76,811</u>	<u>29,146</u>
Fund balance beginning of year	<u>8,528,646</u>	<u>8,891,715</u>		<u>8,891,715</u>	<u>8,833,460</u>
Fund balance end of period	<u>\$ 5,841,739</u>	<u>\$ 6,116,692</u>		<u>\$ 8,968,526</u>	<u>\$ 8,862,606</u>

**City of Franklin
Utility Development Fund
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments - Water	\$ 1,071,207	\$ 1,011,434
Cash and investments - Sewer	1,442,426	1,318,818
Special Assessment - Water Current	128,872	60,216
Special Assessment - Water Deferred	20,072	136,365
Special Assessment - Sewer Current	105,205	129,952
Reserve for Uncollectible	-	(16,776)
Total Assets	\$ 2,767,782	\$ 2,640,009
<u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 254,149	309,757
Total Fund Balance	2,513,633	2,330,252
Total Liabilities and Fund Balance	\$ 2,767,782	\$ 2,640,009

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:				
Special Assessments-				
Water	\$ 45,000	\$ 23,315	\$ 31,142	\$ 48,906
Sewer	40,000	13,280	-	32,962
Connection Fees-				
Sewer	40,000	34,028	89,404	40,162
Total Assessments & Connection Fees	125,000	70,623	120,546	122,030
Special Assessment Interest	-	-	152	634
Investment Income	17,500	14,583	4,758	12,791
Total revenue	<u>142,500</u>	<u>85,206</u>	<u>125,456</u>	<u>135,455</u>
Transfer to Capital Improvement Fund				
Water	500,000	416,666	-	-
Sewer	500,000	416,667	-	-
Total Transfers to Capital Improvement	1,000,000	833,333	-	-
Revenue over (under) expenditures	(857,500)	(748,127)	125,456	135,455
Fund balance beginning of year	<u>2,373,797</u>	<u>2,388,177</u>	<u>2,388,177</u>	<u>2,194,797</u>
Fund balance end of period	<u>\$ 1,516,297</u>	<u>\$ 1,640,050</u>	<u>\$ 2,513,633</u>	<u>\$ 2,330,252</u>

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
November 30, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3,749,296	\$ 3,548,688
Accounts receivable	324	324
Total Assets	<u>\$ 3,749,620</u>	<u>\$ 3,549,012</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 29,213	\$ 14,358
Claims payable	311,800	175,000
Unrestricted net assets	3,324,646	3,359,654
Total Liabilities and Fund Balance	<u>\$ 3,665,659</u>	<u>\$ 3,549,012</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,213,369	\$ 2,045,740	\$ 2,041,504	\$ 2,223,166
Medical Premiums-Employee	478,630	443,354	408,500	454,299
Other - Invest Income, Rebates	159,800	146,483	107,597	174,613
Medical Revenue	<u>2,851,799</u>	<u>2,635,577</u>	<u>2,557,601</u>	<u>2,852,078</u>
Dental Premiums-City	112,000	104,569	137,695	109,556
Dental Premiums-Retirees	3,600	3,600	2,831	2,592
Dental Premiums-Employee	60,000	55,983	52,672	52,623
Dental Revenue	<u>175,600</u>	<u>164,152</u>	<u>193,198</u>	<u>164,771</u>
Total Revenue	<u>3,027,399</u>	<u>2,799,729</u>	<u>2,750,799</u>	<u>3,016,849</u>
Expenditures:				
Medical				
Medical claims	1,848,536	1,688,736	1,560,666	1,032,900
Prescription drug claims	-	-	175,255	166,586
Refunds-Stop Loss Coverage	-	-	(87,883)	(5,394)
Total Claims	<u>1,848,536</u>	<u>1,688,736</u>	<u>1,648,038</u>	<u>1,194,092</u>
Medical Claim Fees	107,041	100,336	169,314	136,383
Stop Loss Premiums	540,610	496,329	488,115	471,343
Other - Miscellaneous	177,245	167,116	23,373	22,797
HSA Contributions	224,650	198,729	122,750	180,281
Plan Administration	-	-	43,175	-
Total Medical Costs	<u>2,898,082</u>	<u>2,651,246</u>	<u>2,494,765</u>	<u>2,004,896</u>
Dental				
Active Employees & COBRA	179,000	166,825	167,511	134,960
Retiree	5,700	5,488	7,508	5,860
Total Dental Costs	<u>184,700</u>	<u>172,313</u>	<u>175,019</u>	<u>140,820</u>
Total Expenditures	<u>3,082,782</u>	<u>2,823,559</u>	<u>2,669,784</u>	<u>2,145,716</u>
Revenue over (under) expenditures	(55,383)	<u>\$ (23,830)</u>	81,015	871,133
Net assets, beginning of year	<u>2,488,521</u>		<u>3,243,631</u>	<u>2,488,521</u>
Net assets, end of period	<u>\$ 2,433,138</u>		<u>\$ 3,324,646</u>	<u>\$ 3,359,654</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
November 30, 2021 and 2020

Assets	2021	2020
Cash and investments	\$ 145,061	\$ 116,295
Investments held in trust - Fixed Inc	2,795,780	2,331,612
Investments held in trust - Equities	5,902,574	4,785,650
Accounts receivable	10,923	5,184
Total Assets	\$ 8,854,338	\$ 7,238,741
Liabilities and Net Assets		
Accounts payable	\$ -	\$ 1,741
Claims payable	16,600	10,000
Net assets held in trust for post emp	8,837,738	7,227,000
Total Liabilities and Fund Balance	\$ 8,854,338	\$ 7,238,741

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2021 and 2020

Revenue	2021 Year-to-Date Actual	2020 Year-to-Date Actual
ARC Medical Charges - City	\$ 235,338	\$ 196,682
Medical Charges - Retirees	164,748	143,083
Medical Revenue	400,086	339,765
Expenditures:		
Retirees-Medical		
Medical claims	195,093	110,364
Prescription drug claims	116,920	81,239
Refunds-Stop Loss Coverage	(8,345)	-
Total Claims-Retirees	303,668	191,603
Medical Claim Fees	23,169	19,932
Stop Loss Premiums	85,541	63,553
Miscellaneous Expense	133	(195)
ACA Fees	-	127
Total Medical Costs-Retirees	412,511	275,020
Revenue over (under) expenditures	(12,425)	64,745
Annual Required Contribution-Net	89,276	165,196
Other - Investment Income etc	965,973	458,299
Total Revenues	1,055,249	623,495
Net Revenues (Expenditures)	1,042,824	688,240
Net assets, beginning of year	7,794,914	6,538,760
Net assets, end of period	\$ 8,837,738	\$ 7,227,000

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/15/2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution Designating an Interim Finance Director/Comptroller/Treasurer for the City of Franklin</p>	<p>ITEM NUMBER</p> <p>G.25.</p>

Staff is requesting approval of the attached resolution to designate the Director of Administration as the Interim Finance Director/Comptroller/Treasurer in order to proceed with necessary City business while the position is vacant.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2022-____, A Resolution Designating the Director of Administration as the Interim Finance Director/Comptroller/Treasurer until a successor Finance Director/Comptroller/Treasurer is selected and in office.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022-____

RESOLUTION DESIGNATING AN INTERIM FINANCE
DIRECTOR/COMPTROLLER/TREASURER FOR THE CITY OF FRANKLIN

WHEREAS, The City of Franklin requires a standing Finance Director/Comptroller/Treasurer to execute such documents as contracts, bond sales, regulatory reports, payments from the Treasury, final plats, and other similar documents; and

WHEREAS, the incumbent Finance Director/Comptroller/Treasurer retired from service as of November 24, 2021 and the replacement Finance Director/Comptroller/Treasurer was in office from January 3, 2022 – February 11, 2022; and

WHEREAS, a new replacement Finance Director/Comptroller/Treasurer will not be in place immediately as a new recruitment will be started in the near future.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of Franklin, Wisconsin, do hereby designate the Director of Administration as the Interim Finance Director/Comptroller/Treasurer to fulfill this critical role until a successor is selected and in office.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of February, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/15/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of February 15, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

**License Committee
Agenda*
Alderman Room
February 15, 2022 – 5:55 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Police Incident Reports from February 13, 2021 thru December 19, 2021 6:00 p.m.	Class A Combination License New Liquor & Food, Inc. Gurjeet Singh, Agent Franklin Liquor Store (Quik Chek) 8305 S 27 th St			
Operator 2021-2022 New 6:05 p.m.	Klemm, Tyler M Swiss Street Pub & Grill			
Operator 2021-2022 New	Henzig, Kimberly A Iron Mike's			
Operator 2021-2022 New	Kowalski, Kailey G Walgreens #05459			
3.	Adjournment			

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting.

APPROVAL <i>RJT Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/15/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated January 31, 2022 and February 2, 2022 through February 10, 2022 Nos 186782 through Nos 186982 in the amount of \$ 2,633,912.87 Also included in this listing are EFT's Nos 4829 through Nos 4837 Library vouchers totaling \$ 476 08, Water Utility vouchers totaling \$ 701,715 80 and Property Tax vouchers totaling \$ 34,438 71 Voided checks in the amount of (\$ 4,335 59) are separately listed</p> <p>Early release disbursements dated February 2, 2022 through February 9, 2022 in the amount of \$ 540,284 17 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920</p> <p>The net payroll dated February 11, 2022 is \$ 441,175 93, previously estimated at \$ 447,000 Payroll deductions dated February 11, 2022 are \$ 250,093 82, previously estimated at \$ 300,000</p> <p>The estimated payroll for February 25, 2022 is \$ 420,000 with estimated deductions and matching payments of \$ 475,000</p> <p>Attached is a list of property tax disbursements EFT's Nos 407 through Nos 408 dated January 29, 2022 through February 10, 2022 in the amount of \$ 10,018,213 42. \$ 18,213 42 represents refund reimbursements and \$ 10,000,000 represents temporary investments which were approved at the Council meeting on February 2, 2022 These payments have been released as authorized under Resolution 2013-6920</p> <p>Approval to release wire transfers to Bond Trust Services for principal and interest in the amount of \$ 3,672,369 59</p> <p>Approval to release property tax settlements in the amount of \$ 22,545,960 03 once approved internally</p> <p>Approval to release payment to Wanasek for RCI odor reduction project pay application #4 in the amount of \$ 62,122 65, once approved internally</p> <p>The Library Board has not approved February 2022 vouchers for payment as of this writing Approval of the Library vouchers will be considered at the February 28, 2022 meeting Upon their approval, request is made to authorize the release of these payments not to exceed \$ 68,000</p>		

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 10, 2022 in the amount of \$ 2,633,912 87 and
- Payroll dated February 11, 2022 in the amount of \$ 441,175 93 and payments of the various payroll deductions in the amount of \$ 250,093 82, plus City matching payments and
- Estimated payroll dated February 25, 2022 in the amount of \$ 420,000 and payments of the various payroll deductions in the amount of \$ 475,000, plus City matching payments and
- Property Tax disbursements with an ending date of February 10, 2022 in the amount of \$ 10,018,213 42 and
- Approval to release payment to Bond Trust Services in the amount of \$ 3,672,369 59 and
- Approval to release property tax settlements in the amount of \$ 22,545,960 03 and
- Approval to release Wanasek payment in the amount of \$ 62,122 65 and
- Approval to release library vouchers not to exceed \$ 68,000

ROLL CALL VOTE NEEDED